

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. Katalina Martinez, Member
Ms. Debra M. Cordes, Member

ADMINISTRATION

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

AGENDA

REGULAR BOARD MEETING

Wednesday, August 3, 2022

5:00 PM - Open Meeting

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

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

August 3, 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 ____, Martinez ____, Madrigal Lopez ____, Lopez ____, Robles-Solis ____

A.2. Pledge of Allegiance to the Flag

Dr. Karling Aguilera-Fort, Superintendent, will lead the audience in the Pledge of Allegiance.

A.3. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.4. 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.5. 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 #2022030173
- OAH Case #2022030238
- OAH Case #2022030860

- Anticipated Litigation:

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

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

Consider the Request to Expel Student:

- Case No. 21-06 (Action Item)

3. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources, and

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Garcia Hernandez & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-
Administrators, Classified Management, Confidential

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

A.6. Reconvene to Open Session (7:00 PM)

A.7. 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.8. Introduction of Newly Appointed Oxnard School District Administrator (Aguilera-Fort)

Introduction of newly appointed Oxnard School District administrator:

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

Section C: CONSENT AGENDA

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

Board Discussion:

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Moved:
Seconded:
Vote:

ROLL CALL VOTE:

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

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

C.1. Enrollment Report (Mitchell)

District enrollment as of June 17, 2022 was 14,429. This is 584 less than the same time last year.

C.2. Approval and Adoption of the June 2022 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Mitchell/CFW)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board accept and adopt the June 2022 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program, and that the Board direct staff and CFW to proceed with adjustments to the program for immediate implementation.

C.3. Approval of Disclosure of Collective Bargaining Agreement with CSEA (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 accept the “Disclosure of Collective Bargaining Agreement” form for CSEA, as presented.

C.4. Approval of Disclosure of Collective Bargaining Agreement with Management and Confidential (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 accept the “Disclosure of Collective Bargaining Agreement” form for Management and Confidential, as presented.

C.5. Approval of Destruction of Records (Mitchell/Franz)

It is the recommendation of the Director, Purchasing, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the destruction of these records that have reached the end of their hard copy retention period, as listed.

C.6. Approval of the 2021-22 Quarterly Report on Williams Uniform Complaints, Fourth Quarter (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2021-22 Quarterly Report on Williams Uniform Complaints, fourth quarter, as presented.

C.7. Personnel Actions (Torres/Batista/Torres)

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

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C.8. Establishment and Abolishment of Positions (Torres/Torres)

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

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.9. Approval of Amendment #1 to Agreement #22-43 – Terra Firma Enterprises (Torres/Magana)

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Amendment #1 to Agreement #22-43 with Terra Firma Enterprises, to provide technical assistance to the Oxnard School District to design, develop and implement an Active Shooter Drill for the District's Incident Management Team, in the amount not to exceed \$8,580.00, to be paid out of Safety Credits.

C.10. Approval of Amendment #1 to Agreement #22-52 – Restorative Justice Services, LLC (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #22-52 with Restorative Justice Services, LLC, to cover an additional day of Restorative Justice training for Administrative Staff and teachers during the 2022-2023 school year, in the amount of \$4,500.00, to be paid out of the General Fund.

C.11. Approval of Agreement #22-55 – Positive Adventures, LLC (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-55 with Positive Adventures, LLC, to provide an Educational Outdoor Program for 5th grade classes from 17 school sites in Oxnard School District, August 4, 2022 through June 30, 2023, in the amount of \$221,085.00, to be paid out of ELOP Funds.

C.12. Approval of Agreement #22-59 – 3E Consulting Group (DeGenna/Thomas)

It is the recommendation of the Director, School Performance & Student Outcomes, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-59 with 3E Consulting Group, to design and deliver customized professional learning to middle school teachers with a focus area of integrating equity principles into grading policies and practices, August 11-12, 2022, in the amount not to exceed \$14,500.00, to be paid out of Title II funds.

C.13. Approval of Agreement #22-60 – Antonio F. Jimenez Jimenez (DeGenna/Fox)

It is the recommendation of the Director, Teaching & Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-60 with Antonio F. Jimenez Jimenez, to provide In-Person Professional Development for 4th-6th grade Spanish DLI teachers on August 11-12, 2022, in the amount not to exceed \$3,200.00, to be paid out of Supplemental Concentration Funds.

C.14. Approval of Agreement #22-61 – Center for Teaching for Biliteracy (DeGenna/Fox)

It is the recommendation of the Director, Teaching & Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-61 with Center for Teaching for Biliteracy, to provide In-Person Professional Development for

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Dual Language Principals on August 10, 2022, in the amount not to exceed \$4,000.00, to be paid out of Title II Funds.

C.15. Approval of Agreement #22-65 – FoodCorps Inc. (Mitchell/Lugotoff)

It is the recommendation of the Director, Child Nutrition Services, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #22-65 with FoodCorps Inc., to acquire a new FoodCorps service member who will work at designated school service sites to implement District designated healthy school culture initiatives, August 8, 2022 through July 7, 2023, in the amount not to exceed \$10,000.00, to be paid out of CNS Funds.

C.16. Approval of Agreement #22-67 – McGraw Hill LLC (DeGenna/Fox)

It is the recommendation of the Director, Teaching & Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-67 with McGraw Hill LLC, to provide In-Person Professional Development on “TK World of Wonders” for TK teachers on August 10, 2022, in the amount not to exceed \$2,500.00, to be paid with UTK Planning & Implementation Funds.

C.17. Approval of Agreement #22-68 – TouchMath (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-68 with TouchMath, to provide Professional Development for Moderate Severe teachers, August 4, 2022 through June 30, 2025, in the amount not to exceed \$22,500.00, to be paid out of Special Education Learning Recovery funds.

C.18. Ratification of Agreement #22-69 – Acceleration Behavioral Therapies (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-69 with Acceleration Behavioral Therapies, to provide consultant services to the Special Education Services Department during the 2022-2023 school year inclusive of applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for students as requested or assigned by their school for services, July 1, 2022 through June 30, 2023, in the amount not to exceed \$400,000.00, to be paid out of Special Education Funds.

C.19. Approval of Agreement #22-72 – Jennifer Schexnayder (DeGenna/Prater)

It is the recommendation of the Manager, Mathematics & Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-72 with Jennifer Schexnayder, to provide twenty-one (21) days of Professional Learning and Strategic Planning for TK-5th grade teachers, August 4, 2022 through June 30, 2023, in the amount not to exceed \$26,250.00, to be paid out of Supplemental Concentration Funds.

C.20. Approval of Agreement #22-74 – Karen S. Recinos (DeGenna/Prater)

It is the recommendation of the Manager, Mathematics & Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-74 with Karen S. Recinos, to provide twenty-one (21) days of Professional Learning and Strategic Planning for TK-5th grade teachers, August 4, 2022 through June 30, 2023, in the amount not to exceed \$26,250.00, to be paid out of Supplemental Concentration Funds.

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- C.21. Approval of Agreement #22-75 - Diane Turini-Mize, LMFT, SEP (DeGenna/Nocero)**
It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-75 with Diane Turini-Mize, to provide individual and/or family psychotherapy for students in Kindergarten - 8th grade, August 17, 2022 through June 30, 2023, in the amount not to exceed \$92,000.00, to be paid out of MAA Funds.
- C.22. Approval of Agreement #22-77 – Art Trek Inc. (DeGenna/Rubin)**
It is the recommendation of the Principal, Kamala School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-77 with Art Trek Inc., to provide on-site/in person Art Trek Site Instructors for art lessons in grades K-5th at Kamala School, August 17, 2022 through June 15, 2023, in the amount not to Exceed \$14,535.00, to be paid out of Supplemental Concentration Funds.
- C.23. Approval of Agreement/MOU #22-79 – The Coalition for Family Harmony (DeGenna/Nocero)**
It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-79 with The Coalition for Family Harmony, to provide trained facilitators to work in conjunction with school Assistant Principals, Counselors, and Outreach Specialists, to coordinate and facilitate Teen Dating Violence Education Groups at all schools for K-8th grade girls, and Bystander Groups for K-8th grade boys, August 5, 2022 – June 30, 2023, at no cost to Oxnard School District.
- C.24. Approval of Agreement/MOU #22-80, Children’s Resource Program/Ventura County Medical Resource Foundation (DeGenna/Nocero)**
It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-80 with Children’s Resource Program/Ventura County Medical Resource Foundation, to ensure that all children in Ventura County can obtain health care regardless of access to health insurance or families’ ability to pay for health care, August 5, 2022 through June 30, 2023, at no cost to Oxnard School District.
- C.25. Approval of Agreement #22-86 – ATX Learning, LLC (DeGenna/Jefferson)**
It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-86 with ATX Learning, LLC, to provide temporary supplemental staffing in the areas of Physical Therapist, Speech Language Pathologist, and Special Education Teacher to assist with students' Individualized Education Program’s (IEP’s), August 16, 2022 through June 16, 2023, in the amount of not to exceed \$911,000.00, to be paid out of Special Education Funds.
- C.26. Approval of Agreement #22-88 – Clinicas Del Camino Real Inc. (DeGenna/Nocero)**
It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-88 with Clinicas Del Camino Real Inc., to provide dental preventative services to students in grades TK-8th, August 4, 2022 – June 30, 2023, at no cost to Oxnard School District.
- C.27. Approval of Agreement/MOU #22-89 – Interface Children and Family Services (DeGenna/Nocero)**
It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent,

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Educational Services, that the Board of Trustees approve Agreement/MOU #22-89 with Interface Children and Family Services, to provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Crisis Outreach, Family Violence Intervention Services and Mental Health Services, August 4, 2022 through June 30, 2023, at no cost to Oxnard School District.

C.28. Approval of Agreement #22-90 – Insight Neuropsychology (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-90 with Insight Neuropsychology, to provide Independent Education Evaluator Services to the Special Education Department during the 2022-2023 academic year to complete psychoeducational evaluations, August 4, 2022 through June 30, 2023, in the amount not to exceed \$24,000.00, to be paid out of Special Education Funds.

C.29. Approval of Agreement #22-91 – PRIDE Learning Co. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-91 with PRIDE Learning Co., to provide reading, writing, and comprehension support to students selected or assigned by the Special Education Department, August 4, 2022 through June 30, 2023, in the amount of \$100,000.00, to be paid out of Special Education Funds.

C.30. Approval of Agreement/MOU #22-92, County of Ventura (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-92 with the County of Ventura, to provide representation at meetings convened by the Oxnard School District (OSD) to review program, conduct teen pregnancy prevention workshops at identified sites throughout OSD, provide nursing consultation to OSD staff and collaborative partners, and facilitate and advocate for the delivery of appropriate services to meet the health needs of the client, August 4, 2022 through June 30, 2023, at no cost to Oxnard School District.

C.31. Approval of Agreement #22-93 – Neuropsychology Partners (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-93 with Neuropsychology Partners, to provide Independent Education Evaluator Services for the Special Education Services Department, August 4, 2022 through June 30, 2023, in the amount of \$6,000.00, to be paid out of Special Education Funds.

C.32. Approval of Agreement #22-95, Ventura County Public Health (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-95 with Ventura County Public Health, to provide free nutrition education and health promotion services for children and families at various Oxnard School District sites, August 4, 2022 through June 30, 2023, at no cost to Oxnard School District.

C.33. Approval of Agreement/MOU #22-96 – R.M. Pyles Boys Camp (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-96 with R.M. Pyles Boys Camp, for a youth leadership and character development program for selected economically disadvantaged boys 12-14 years of age, August 4, 2022 through June 30, 2023, at no cost to Oxnard School District.

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C.34. Approval of Agreement/MOU #22-97 – Livingston Memorial Visiting Nurses Association (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement/MOU #22-97 with Livingston Memorial Visiting Nurses Association, to provide grief and bereavement services for OSD students, families, and staff, August 4, 2022 through June 30, 2023, at no cost to Oxnard School District.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.35. Ratification of Amendment #3 to Agreement #20-76 with Merrill Educational Center, Non-Public School, NPS (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Amendment #3 to Agreement #20-76 with Merrill Educational Center, for providing a program of instruction which is consistent with the pupil's individual educational plan, to cover the cost of additional services that were rendered through June 2022 and Extended School Year services rendered from July 1, 2022 through July 29, 2022, in the amount of \$11,665.66, to be paid out of Special Education funds.

C.36. Ratification of Amendment #1 to Agreement #21-92 – Inclusive Education & Community Partnership (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #21-92 with Inclusive Education & Community Partnership, to adjust the final total cost for providing behavior support services and 1 to 1 behavioral therapist services through the end of the 2021-22 fiscal year, in the amount not to exceed \$33,000.00, to be paid out of Special Education Funds.

C.37. Ratification of Amendment #1 to Agreement #21-117 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #21-117 with the Ventura County Office of Education, to adjust the previous estimated cost for Special Circumstances Paraeducator Services (SCP's) for student #SR112811 due to a clerical error, in the amount of \$1,236.40, to be paid out of Special Education Funds.

C.38. Ratification of Amendment #1 to Agreement #21-181 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #21-181 with the Ventura County Office of Education, to adjust the previous estimated cost for Special Circumstances Paraeducator Services (SCP's) for student #DP010810 due to a clerical error, in the amount of \$684.60, to be paid out of Special Education Funds.

C.39. Ratification of Amendment #1 to Agreement #21-185 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to

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Agreement #21-185 with the Ventura County Office of Education, to adjust the previous estimated cost for Special Circumstances Paraeducator Services (SCP's) for student #JB080313 due to a clerical error, in the amount of \$423.00, to be paid out of Special Education Funds.

C.40. Ratification of Amendment #1 to Agreement #21-191 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #21-191 with the Ventura County Office of Education, to adjust the previous estimated cost for for Special Circumstances Paraeducator Services (SCP's) for students #DG052310, #JM111710, #IH081410, #IO111109, #JN090409, and #DS080410 due to a clerical error, in the amount of \$7,074.66, to be paid out of Special Education Funds.

C.41. Ratification of Agreement #21-219 – Ojai Unified School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-219 with Ojai Unified School District, for Oxnard School District to provide a program of instruction for Ojai Unified School District student #RS082617 during the 2021-2022 school year which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement, the amount of \$50,062.06 to be reimbursed to Oxnard School District.

C.42. Ratification of Agreement #21-220 – Ocean View School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-220 with Ocean View School District, for Oxnard School District to provide a program of instruction for Ocean View School District student #AA080514 during the 2021-2022 school year, including Extended School Year (ESY), which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement, the amount of \$35,601.26 to be reimbursed to Oxnard School District.

C.43. Ratification of Agreement #21-221 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-221 with Hueneme School District, for Oxnard School District to provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement for Hueneme School District student #EG082714 during the 2021-2022 school year, including Extended School Year (ESY), the amount of \$35,601.26 to be reimbursed to Oxnard School District.

C.44. Ratification of Agreement #21-222 – Hueneme School District for Oxnard School District to Provide DHH Services (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-222 with Hueneme School District, for Oxnard School District to provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement for Hueneme School District student #JE011916 during the 2021-2022 school year, including Extended School Year (ESY), the amount of \$35,601.26 to be reimbursed to Oxnard

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School District.

C.45. Ratification of Agreement #21-223 – Hueneme School District for Oxnard School District to Provide DHH Services (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-223 with Hueneme School District, for Oxnard School District to provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement for Hueneme School District student #VN042612 during the 2021-2022 school year, including Extended School Year (ESY), the amount of \$35,601.26 to be reimbursed to Oxnard School District.

C.46. Ratification of Agreement #22-56 – KONE Inc. (Mitchell/Miller)

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Agreement #22-56 with KONE Inc., to monitor, perform, maintain, and provide all compliance safety testing of the vertical conveyance equipment for 12 elevators and 2 wheelchair lifts at schools, July 1, 2022 through June 30, 2025, in the three-year amount of \$171,535.68, to be paid out of Routine Restricted Maintenance funds.

C.47. Ratification of Agreement #22-62 – California State University Channel Islands (Torres/Batista)

It is the recommendation of the Assistant Superintendent, Human Resources, and the Director, Certificated Human Resources, that the Board of Trustees ratify Agreement #22-62 with California State University Channel Islands, for Oxnard School District to provide practice teaching experience to students enrolled in various authorized credential programs for public school service, July 1, 2022 through June 30, 2025, at no cost to Oxnard School District.

C.48. Ratification of Agreement #22-63 – California State University Channel Islands (Torres/Batista)

It is the recommendation of the Assistant Superintendent, Human Resources, and the Director, Certificated Human Resources, that the Board of Trustees ratify Agreement #22-63 with California State University Channel Islands, for Oxnard School District to provide practice teaching experience to students enrolled in the Early Childhood Studies program of CSUCI, July 1, 2022 through June 30, 2025, at no cost to Oxnard School District.

C.49. Ratification of Agreement/MOU #22-66 – Catalyst Family (DeGenna/Valdes)

It is the recommendation of the Director of Early Childhood Education Programs and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #22-66 with Catalyst Family, to establish the terms for the use of preschool classrooms between the Oxnard School District and Catalyst Family (formerly Continuing Development Inc.) to operate a Preschool Program at the Harrington Early Childhood Development Center, July 1, 2022 through June 30, 2023, the amount of \$40,752.00 to be paid to Oxnard School District by Catalyst Family.

C.50. Ratification of Agreement #22-70 – Ventura County Office of Education (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-70 with Ventura County Office of Education, to provide Transportation Services for Special Education students as

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

needed, July 1, 2022 through June 30, 2023, in the amount not to exceed \$350,000.00, to be paid out of Special Education Funds.

C.51. Ratification of Agreement #22-71 – DISA Global Solutions Inc. dba/Advanced Workplace Strategies Inc. (Mitchell/Galvan)

It is the recommendation of the Director of Transportation, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #22-71 with DISA Global Solutions Inc. dba/Advanced Workplace Strategies Inc, to implement and administer a comprehensive Anti-Drug and Alcohol Program for Non-DOT District employees, July 1, 2022 through June 30, 2023, in the amount not to exceed \$3,000.00, to be paid out of the General Fund.

C.52. Ratification of Agreement #22-73 – IXL Learning (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-73 with IXL Learning, to provide Professional Development for Resource Specialist and Mild to Moderate teachers, July 1, 2022 through June 30, 2023, in the amount not to exceed \$995.00, to be paid out of Special Education Learning Recovery Funds.

C.53. Ratification of Agreement #22-76 – Maxim Healthcare Staffing Services Inc. (DeGenna/Nocero)

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-76 with Maxim Healthcare Staffing Services Inc., to provide licensed, and/or certified school nurses to the Pupil Services Department for supplemental staffing on an “as needed” basis, and subject to availability of qualified personnel, July 1, 2022 through June 30, 2023, in the amount not to exceed \$10,000.00, to be paid out of the General Fund.

C.54. Ratification of Agreement #22-78 – City Impact Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-78 with City Impact Inc., to provide Individual Student and/or Group Therapy Services, and Social/Emotional Testing and Assessment to include report, for the Special Education Services Department during the period of July 1, 2022 through June 30, 2023, in the amount not to exceed \$800,000.00, to be paid out of Special Education Funds.

C.55. Ratification of Agreement #22-81 – Therapy Travelers (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-81 with Therapy Travelers, to provide supplemental staffing to the Oxnard School District in the areas of Speech Language Pathologist, Speech Language Pathologist Assistant, Speech Language Pathologist – CFY, Occupational Therapist, Occupational Therapist Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist, Behavior Therapists and School Nurses, on an “as needed” basis, July 1, 2022 through July 31, 2023, in the amount not to exceed \$700,000.00, to be paid out of Special Education Funds.

C.56. Ratification of Agreement #22-82 – Maxim Healthcare Staffing Services Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-82 with

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

Maxim Healthcare Services Inc., to provide supplemental staffing to the Special Education Services Department on an “as needed” basis in the areas of Speech Language Therapist, Behavior Technicians, Occupational Therapist, Psychologist, and LVN, July 1, 2022 through June 30, 2023, in the amount not to exceed \$300,000.00, to be paid out of Special Education Funds.

C.57. Ratification of Agreement #22-83 – CompHealth Medical Staffing (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-83 with CompHealth Medical Staffing, to provide temporary service to Oxnard School District students which may include direct and consultative services as needed for the positions of Physical Therapist, Speech Language Pathologist, and COTA/PT, July 1, 2022 through June 30, 2023, in the amount not to exceed \$140,000.00, to be paid out of Special Education Funds.

C.58. Ratification of Agreement #22-87 – ProCare Therapy (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-87 with ProCare Therapy, to provide supplemental staffing to the Oxnard School District on an “as needed” basis in the areas of Speech Language Pathologist, Speech Language Teletherapist, Speech Language Pathologist Assistant, Physical Therapy, and School Psychologist, July 1, 2022 through June 30, 2023, in the amount not to exceed \$280,000.00, to be paid out of Special Education Funds.

C.59. Ratification of Agreement #22-94 – Wildlife Experience Inc. (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-94 with Wildlife Experience Inc., to provide a "Wild Safari" program at Curren, Kamala, Lemonwood, and Ramona during the Summer Program, July 8, 2022 through July 22, 2022, in the amount of \$1,819.00, to be paid out of ELOP Funds.

C.60. Ratification of Agreement #22-98 - Action Preparedness Training (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-98 with Action Preparedness Training, to provide CPR training and First Aid training to teachers and support staff, August 3, 2022 through June 30, 2023, in the amount not to exceed \$4,500.00, to be paid out of the General Fund.

C.61. Ratification of Agreement #22-99 – Drumtime (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-99 with Drumtime, to provide thirteen 50-minute drum circles for K-2 students during the Summer Program, July 8, 2022 through July 29, 2022, in the amount of \$3,250.00, to be paid out of ELOP Funds.

C.62. Ratification of Agreement #22-100 – Tawni’s Ponies & Petting Farm Inc. (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-100 with Tawni’s Ponies & Petting Farm Inc., to provide a petting zoo for students in the Oxnard School District during the Summer Program, July 8, 2022 through July 29, 2022, in the amount of \$1,900.00, to be paid out of ELOP Funds.

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

C.63. Ratification of Agreement/MOU #22-101 – Mobile Zoo of Southern California (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #22-101 with Mobile Zoo of Southern California, to provide a "Barnyard Bonanza Petting Zoo" and "Cool Critters Show" for students at Curren, Kamala, and Ramona during the Summer Program, July 8, 2022 through July 29, 2022, in the amount not to exceed \$5,891.00, to be paid out of ELOP Funds.

C.64. Ratification of Agreement #22-102 – National University (Torres/Batista)

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #22-102 with National University, for Oxnard School District to provide National University students with intern services through various educational programs, July 1, 2022 through June 30, 2025, at no cost to Oxnard School District.

C.65. Ratification of Agreement #22-103 – National University (Torres/Batista)

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #22-103 with National University, for Oxnard School District to provide National University students with student teaching or practicum field experience, July 1, 2022 through June 30, 2025, at no cost to Oxnard School District.

C.66. Ratification of Agreement #22-104 – Sunrise Physical Therapy Services Inc. (Torres/Magana)

It is the recommendation of the Risk Manager, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #22-104 with Sunrise Physical Therapy Services Inc., to provide ergonomic jobsite evaluations and training, follow-up visits, or group training sessions as requested during the 2022-2023 fiscal year to reduce workplace injury, July 1, 2022 through June 30, 2023, in the amount not to exceed \$28,160.14, to be paid out of Ergonomic Funds.

Section D: ACTION ITEMS

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

D.1. Approval of Tentative Agreement #22-105 with the California School Employees Association, Chapter 272 (“CSEA”) regarding Salary and Revisions to the Collective Bargaining Agreement for the 2021-2022 School Year (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt Tentative Agreement #22-105 between the Oxnard School District and the California School Employees Association, Chapter 272, as presented.

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 ____, Martinez ____, Madrigal Lopez ____, Lopez ____, Robles-Solis ____

D.2. Approval of Revised 2021-22 Compensation for Management and Confidential Employees (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2021-2022 compensation revisions for Management and Confidential employees, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.3. Approval of Emergency Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) for 2022-23 for Ana Vasquez (Torres/Batista)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Emergency Bilingual Cross-Cultural Language in Academic Development ("BCLAD") for Ana Vasquez for the 2022-23 school year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.4. Approval of Provisional Internship Permit in Math for Stephanie Lopez for the 2022-23 School Year (Torres/Batista)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Provisional Internship Permit in Math for Stephanie Lopez, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

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

ROLL CALL VOTE:

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

D.5. Approval of a Provisional Internship Permit in Special Education for the 2022-2023 School Year for Samantha Orosco (Torres/Batista)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Provisional Internship Permit in Special Education for Samantha Orosco, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.6. Approval of Provisional Internship Permit in Spanish for the 2022-23 School Year for Virginia Ramirez (Torres/Batista)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Provisional Internship Permit in Spanish for the 2022-23 School Year for Virginia Ramirez, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.7. Approval of Variable Term Waiver: Pupil Personnel Services Credential, School Counseling and California Basic Educational Skills Test (“CBEST”) Waiver for Ruby Marron for the 2022-2023 School Year (Torres/Batista)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Variable Term Waiver: Pupil Personnel Services Credential and CBEST Waiver for the 2022-23 school year, as presented.

Board Discussion:

Moved:

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

Seconded:

Vote:

ROLL CALL VOTE:

Cordes ____, Martinez ____, 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:

- April 20, 2022 Regular Meeting
- May 4, 2022 Regular Meeting
- May 18, 2022 Regular Meeting
- June 1, 2022 Regular Meeting
- June 8, 2022 Special Meeting
- June 22, 2022 Regular Meeting
- June 28, 2022 Special Meeting

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section F: BOARD POLICIES

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

F.1. Second Reading and Adoption of Revisions to Board Policy AR/BP 5148.2 Before/Afterschool Programs (DeGenna/Shea)

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, Enrichment & Specialized Programs, that the Board of Trustees adopt the revisions to Board Policies BP 5148.2 and AR 5148.2 Before/Afterschool Programs, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

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 ____, Martinez ____, 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, July 29, 2022.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: August 03, 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: August 03, 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 #2022030173
 - OAH Case #2022030238
 - OAH Case #2022030860
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
Consider the Request to Expel Student:
 - Case No. 21-06 (Action Item)

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

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

5. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Evaluation
 - Assistant Superintendents

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: August 03, 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: August 03, 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: Karling Aguilera-Fort

Date of Meeting: August 03, 2022

Agenda Section: Section A: Preliminary

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

Introduction of newly appointed Oxnard School District administrator:

- Deicy Ramirez, Assistant Principal

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: August 03, 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: Valerie Mitchell, MPPA

Date of Meeting: August 03, 2022

Agenda Section: Section C: Consent Agenda

Enrollment Report (Mitchell)

District enrollment as of June 17, 2022 was 14,429. This is 584 less than the same time last year.

FISCAL IMPACT:

None.

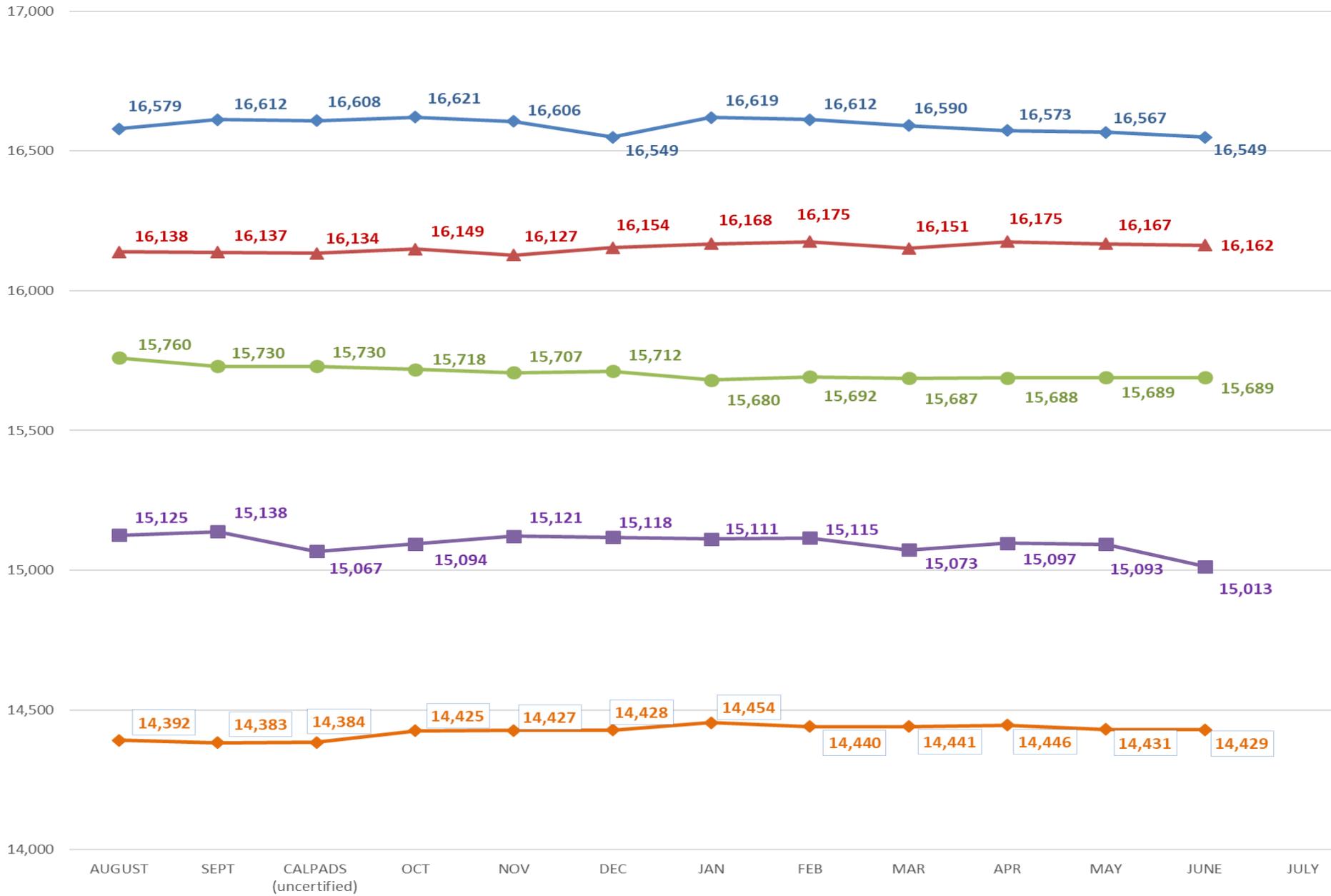
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Graph-Oxnard School District Enrollment History 2017-18 through 2021-22 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2017-18 through 2021-22 Actuals



◆ 2017-18 Actual
 ▲ 2018-19 Actual
 ● 2019-20 Actual
 ■ 2020-21 Actual
 ◆ 2021-22 Actual

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 03, 2022

Agenda Section: Section C: Facilities Agreement

Approval and Adoption of the June 2022 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Mitchell/CFW)

At the June 22, 2022 regularly scheduled board meeting, the Board received the June 2022 Semi-Annual Implementation Program Update as an adjustment to Master Construct and Implementation Program (Program) and received a detailed presentation by CFW.

The June 2022 Report provides the nineteenth semi-annual update to the Master Construct and Implementation Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). The report links the progress of the original 2013 Reconfiguration and Implementation Program, and the subsequent Master Construct and Implementation Program adopted by the Board in 2016. It reflects the status of the Program since the last December 2021 six-month update (adopted by the Board in February 2022) and the time of this document’s publishing in June 2022. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

FISCAL IMPACT:

The Master Construct and Implementation Program includes the use of Measure “R” and “D” funds, available local developer fees, and State modernization and new construction grants as previously approved by the Board. Overall funding has been adjusted to approximately \$347 million primarily due to anticipated increases in State aid revenues offset by decreased developer fees. The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of April 30, 2022. As the District continues to close out final expenditures for these projects, additional unpaid invoices may be received and processed by the District resulting in minor additional expenditures as needed. The total Program Reserve is estimated to increase from \$3.1 million to \$4 million.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, in consultation with CFW, that the Board accepts and adopts the June 2022 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program and the Board directs staff and CFW to proceed with adjustments to the program for immediate implementation.

ADDITIONAL MATERIALS:

Attached: [June 2022 Semi-Annual Implementation Program Update Report \(57 pages\)](#)



June 2022



OXNARD
SCHOOL
DISTRICT

MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

Semi-Annual Report to the Board of Trustees

CFW
— INC.



Caldwell Flores Winters, Inc.

1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

6425 Christie Avenue, Suite 270
Emeryville, CA 94608

521 N. 1st Avenue
Arcadia, CA 91006

For:

Oxnard School District

1051 South A Street
Oxnard, CA 93030

Board of Trustees

Veronica Robles-Solis, President
Jarely Lopez, Clerk
Monica Madrigal Lopez, Trustee
Katalina Martinez, Trustee
Debra M. Cordes, Trustee

District Administrators

Dr. Karling Aguilera-Fort, Superintendent
Valerie Mitchell, Interim Assistant Superintendent, Business and Fiscal Services
Dr. Ana DeGenna, Assistant Superintendent, Educational Services
Dr. Victor M. Torres, Assistant Superintendent, Human Resources
Dana Miller, Director of Facilities

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PROGRAM OVERVIEW

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present the nineteenth semi-annual update to the Master Construct and Implementation Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). This report links the progress of the original 2013 Reconfiguration and Implementation Program and the subsequent Master Construct and Implementation Program adopted by the Board in 2016. This report reflects the status of the Program since the last December 2021 six-month update (adopted by the Board in February 2022) and the time of this document’s publishing in June 2022. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

A consolidated Master Budget and schedule merges and integrates approved and proposed projects based on funds from the Measure “R” and Measure “D” bond programs and other local funding sources, including developer fees, Mello Roos funds, pending State aid reimbursements and capital program balances. The Program is oriented to prioritize facility projects that maximize the potential for State aid funding for modernization and new construction of school facilities as State funds become available under the School Facility Program (SFP) and other related State programs that provide facilities funding for California public school construction. Program progress is monitored, and individual projects, budgets, sequencing, and timelines continue to be reviewed, adjusted and presented to the Board for consideration on a six-month interval.

The following components provide an executive summary to the Board on the status of Program efforts that have progressed since the previously adopted six-month review and provide recommended adjustments for the next six-month period.

1.1 EDUCATIONAL PROGRAM

The District has begun full implementation of the “Student Profile” at all K-6 grade levels and at select curriculum content areas for seventh and eighth grades. The goal is to move to a more intellectually challenging curriculum that integrates the Common Core State Standards (CCSS) and the Next Generation Science Standards (NGSS) with an aligned curriculum and instructional methods that promote student engagement, exploration, and 21st Century skills.

The 21st Century classrooms as designed and built in the District support the instructional shifts that are being required to implement programs that require students to create projects and products to

demonstrate their understanding and mastery of the standards as well as provide for active engagement in learning and working collaboratively with others. Greater reliance on technology and how to harness the power of technology to support learning will continue. Because the 21st Century classroom specification set by the District is flexible and mobile and promotes collaboration, teamwork and problem-solving, it is important that all students have access to this kind of learning environment.

The need for more emotional support for students as resulted from the pandemic and students learning remotely. This will require the use of space on school sites for counseling and other mental health services as well as additional support services for students.

The State of California has recently elected to further expand the opportunities for younger learners to succeed by requiring districts to expand transitional kindergarten (TK) enrollment to all four-year-old children. The District has decided to implement the expanded TK program for all four year olds beginning in the fall 2022. Outside providers will provide the preschool program for eligible three year olds. The District desires to place the four year olds at schools for matriculation purposes and will cluster the preschool programs throughout the District. As the State moves to implement full day preschool and TK, additional kindergarten classrooms will be needed to house the TK students. Locations at school sites will need to be determined based on school site space availability.

The District would like to continue to offer special education programs in clusters at school sites. Ideally, having a continuum of three special education (SDC) at the K-8 sites would be best so that students could remain at that school for the entire time they are in the District. For the mild to moderate program, having two classes of SDC at select school sites, a primary and an upper grade classroom, works well for the students providing a continuous school setting until sixth grade and maximum integration into the general education classrooms as identified on the student's IEP. For highly specific special education programs such as the Deaf and Hard of Hearing, having the students clustered at a given school site is ideal as the program and classroom needs are very specific to that population and they have a community of additional supports.

1.2 FACILITIES PROGRAM

The Program implements planned 21st century facilities improvements in select phases to support academy programs, reconstruct older schools and support facilities, and remove portable classrooms. The program commenced in 2013 and was further expanded in 2016 with increased funding sources and scope of planned improvements allocated to the program.

The replacement of older facilities housing K-5 students has been a major priority, followed by the construction of new K-8 facilities; all with 21st Century Learning Environment improvements that meet adopted Board specifications and program requirements. To date, four replacement school projects are complete and occupied. The reconstruction of Rose Avenue elementary school has commenced, making Rose Avenue elementary the fifth school reconstruction project for the program. The program also completed two Early Childhood Development Centers, and the construction of additional flex-classrooms

for transitional (TK) and kindergarten (K) enrollment at existing school sites. Additional 21st Century upgrades are also planned to classrooms, MPRs, administrative, and library facilities at select school sites.

Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board. The integrated program focuses largely on the use of local funds for continued reconstruction of existing schools and the construction of new school sites, and State aid reimbursements for improvements to multipurpose rooms and support facilities to accommodate the District’s educational program.

Major progress of facilities projects over the last six-month period include:

- Continued construction for the Rose Avenue reconstruction project
- Submittal of approximately \$10.5 million in modernization applications for improvements to McAuliffe and Ritchen elementary schools and \$12 million in preschool, TK, and kindergarten facilities grants for Driffill elementary school for the State’s consideration under Financial Hardship

1.3 FUNDING & SEQUENCING

The Program is funded by the use of Measure “R” and Measure “D” bond programs and other local funding, including developer fees, Mello Roos funds, and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

All Mello Roos and Measure “R” bond proceeds have been received and applied towards improvements. Local developer fees continue to be collected and utilized by the program as additional residential construction is approved within the District. The District has issued approximately \$106 million in Measure “D” bonds, leaving approximately \$36.5 million in remaining authorization.

The District has garnered approximately \$35 million in new construction and modernization grant funds for completed projects. Approximately \$10.5 million in additional modernization applications have been submitted to the State for improvements to McAuliffe and Ritchen elementary schools under the State’s financial hardship program for placement on the State’s “Funding Beyond Authority” list. The District has exhausted its eligibility for new construction funding until such time as enrollment once again begins to grow.

Total sources of funding are anticipated to slightly increase to approximately \$347 million from \$346.8 million primarily due to an anticipated increases in State aid revenues offset by decreased developer fees. The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of April 30, 2022. As the District continues to close out final expenditures for these projects, additional unpaid invoices may be received and processed by the District resulting in minor additional expenditures as needed.

As reported in December 2021, the construction of the new Doris/Patterson 6-8 school and additional K-8 MPR facilities have been deferred pending the approval of additional future funding. The construction of Seabridge elementary school is proposed to be moved to Phase 4 and remaining improvements planned for Brekke, Ramona, Fremont, and Dr. Lopez Academy are proposed to be moved from Phase 4 to Phase 3. The design and construction for the Doris/Patterson K-5 school continues to be planned for Phase 4.

The total Program Reserve is estimated to increase from \$3.1 million to \$4 million. Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board. The integrated program focuses largely on the use of local funds for continued reconstruction of existing schools and the construction of new school sites, and State aid reimbursements for improvements to multipurpose rooms and support facilities to accommodate the District's educational program.

1.4 RECOMMENDATIONS

It is recommended that the Board:

- Accept and adopt this semi-annual update to the Master Construct and Implementation Program
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation
- Establish a date for the next six-month review by the Board
- Action will be presented for the Board's consideration at the next Board meeting in August

EDUCATIONAL PROGRAM

In the fall of 2021, the District developed a “Student Profile” that details the attributes and what a student must know when they are promoted from eighth grade and matriculate to high school. The goal of this initiative is to move to a more intellectually challenging curriculum that integrates the Common Core State Standards (CCSS) and the Next Generation Science Standards (NGSS) with an aligned curriculum and instructional methods that promote student engagement and exploration which has been referred to as “21st Century skills” deemed important by the World Economic Forum to prepare students successfully for the workforce (digital literacy, critical thinking, analyzing, problem solving, teamwork, self-management, and collaborating). This effort calls for students to demonstrate their learning and mastery of the curriculum through projects that call for the integration of the CCSS and the NGSS. Thus, English language arts and math will no longer be taught in isolation but taught through an integration with science and history social science. The District has begun full implementation of the “Student Profile” at all K-6 grade levels and at select curriculum content areas for seventh and eighth grades.

2.1 STUDENT PROFILE: CURRICULUM AND INSTRUCTION

In the fall of 2021, the District developed a “Student Profile” that lists the attribute, qualities and traits that students are expected to demonstrate upon leaving the District at the end of eighth grade. This initiative is in the beginning stages of implementation with the focus on training teachers, educating parents and students, and continuing to develop the integrate curriculum using the CCSS and NGSS. The District has begun to pilot the teaching of the integrated units of study for grades TK- 6 that integrate the History Social Studies and NGSS standards into the English and Spanish language arts and the math standards. All the integrated units are put into “Canvas,” an online learning management system, for easy access by all teachers and other staff. These units are designed to be intellectually challenging and require students to demonstrate mastery of the standards. The District acknowledges that academic skills are important for students to learn but the goal is for students to apply these skills in different content areas. Social and emotional support is also important for students to be able to perform at their optimal level, therefore the Social Justice Standards have been layered into the integrated units. The District desires for students who leave eighth grade to be culturally, academically, and linguistically responsive so that they can deal with life in positive and productive methods.

The District continues to move in the direction of bringing in instructional strategies that promote 21st Century skills such as digital literacy, critical thinking, analyzing, problem solving, teamwork, self-management, and collaborating with others. To this effort, the District has adopted a standard of using Mathematical Thinking as an instructional tool to develop students into mathematical thinkers, to engage

students in tasks that promote creativity, collaboration and problem solving, provide for multiple entry points, and varied solution strategies to require students to engage in higher order thinking and complex reasoning tasks.

Likewise, the District has adopted a standard for an inquiry-based balanced literacy as foundational literacy. Students, however, need to learn to read for a purpose and to apply the literacy skills in real world situations that requires students to learn effective reading and writing strategies and apply these strategies through student centered practice. Students receive standards-based instruction and focus on content literacy that is organized through interdisciplinary units that promote critical thinking, inquiry, and social action. For the Dual Language Immersion program, to achieve biliteracy, students are engaged in an inquiry-based balanced literacy model that occurs daily in both Spanish and English. The Spanish language is heightened as a means to value students' culture and background.

Because the middle schools are departmentalized, the integration of the CCSS and NGSS continues to be more challenging. The District remains focused on working with the seventh and eighth grades on integrating the CCSS and NGSS into their curriculum. This work has begun with the History Social Science standards and Social Justice Standards integrated with the English Language Arts standards into curriculum units.

Students participating in the afterschool program will continue working on the content in the integrated units that they began during classroom instruction thus extending their learning from the classroom into Extended Learning Opportunities. The District was intentional in aligning all the academic programs into the afterschool programs which was forward thinking as this will be a requirement for the Extended Learning Opportunities program that State is mandating for the next school year. The District has the structure and the curriculum in place to implement the Extended Learning Opportunities program as required.

Teachers continue to participate in regular collaboration meetings that provide time for teachers to discuss the data on student performance, what worked well, what needs to be improved and specific instructional strategies that are particularly helpful to support student learning. Ongoing regular collaborative working sessions will provide the vehicle for teachers to learning new techniques for differentiated instruction in the classrooms as they teach to the standards and the integrated units. This will require classrooms to be flexible and arranged in a variety of ways to meet the needs required for the differentiation. The use of technology may also be very helpful as teachers develop effective models for quality instruction.

2.2 EXPANDED TRANSITIONAL KINDERGARTEN (TK)

The State of California has recently elected to further expand the opportunities for younger learners to succeed by requiring districts to expand transitional kindergarten (TK) enrollment to all four-year-old children. Historically, kindergarten attendance has been limited to children that have turned five by September 2 of every school year. School districts will now be given a three-year period to phase in TK enrollment requirements with students now eligible for TK in the Fall if they turn five between September

2 and February 2 for the 2022-23 school year, turn five by April 2 for 2023-24, and turn five by June 3 for 2024-25. Beginning in 2022, districts will also have the discretion, if desired, to fully accelerate implementation of the program by enrolling students at any time during the school year if a student will turn five years of age in that school year. Through the expansion of these programs, the State hopes to create for children greater equity in opportunities and learning outcomes, address bias, and promote equitable opportunities for early learners to sustain and accelerate the improved childhood outcomes associated with high-quality, early learning experiences. The expansion of TK enrollment to additional students by the State and the remaining need to continue upgrading prior approved facilities at all sites may require additional funding.

The District has decided to implement the expanded TK program for all four-year-old students beginning in the 2022-23 school year. Outside providers will continue to provide preschool programs for eligible three-year-old students. The District desires to place the four-year-old students at schools for matriculation purposes and will cluster the preschool programs throughout the District.

The State’s specifications for the new construction and funding of TK classrooms require a 1350 square foot classroom that meets Title 5 requirements, including a teacher prep area and age-appropriate furniture, fixtures, equipment and bathroom facilities. In anticipation of the expansion of the TK grade level at some point, all such new and reconstructed facilities have been designed and built by the District as “kinder-flex” facilities capable of meeting the Title 5 requirements for K, TK and Special Day-Severe (SDC) classrooms as needed. In addition, these classrooms have also been designed to accommodate Title 22 requirements for housing pre-school children as part of the design and construction of the Early Childhood Development Centers (ECDC) at Harrington and Lemonwood, beginning eight years ago.

The District has constructed 77 Title 5 classrooms compliant up to this point throughout the District for this purpose. At this time, it only requires 54 of these classrooms to house the current kindergarten enrollment, leaving approximately 23 Title 5 classrooms available today to house approximately 40 percent of the total amount that may be required. Compared to others, the district has done a good job of anticipating this need, recognizing that many other districts throughout the state are starting from scratch to meet this goal.

2.3 CONSIDERATIONS FOR MOVING FORWARD

As the District continues to move forward with this powerful instructional model, a continual review of the adopted facility specification for 21st Century classrooms will be needed. The 21st Century classrooms as designed and built in the District support the instructional shifts that are being required to implement programs that require students to create projects and products to demonstrate their understanding and mastery of the standards as well as provide for active engagement in learning and working collaboratively with others.

One of the results of the pandemic and students learning remotely from a variety of locations, is the need for more emotional support for students. This will require the use of space on school sites for counseling and other mental health services as well as additional support services for students.

As the State moves to implement full day preschool and TK, additional kindergarten classrooms will be needed to house the TK students as the TK enrollment increases. Locations at school sites will need to be determined based on school site space availability.

The District would like to continue to offer special education programs in clusters at school sites. Ideally, having a continuum of three special education (SDC) at the K-8 sites would be best so that students could remain at that school for the entire time they are in the District. For the mild to moderate program, having two classes of SDC at select school sites, a primary and an upper grade classroom, works well for the students providing a continuous school setting until sixth grade and maximum integration into the general education classrooms as identified on the student's IEP. For highly specific special education programs such as the Deaf and Hard of Hearing, having the students clustered at a given school site is ideal as the program and classroom needs are very specific to that population and they have a community of additional supports.

As the District continues to move forward with the implementation of the "Student Profile" and the robust instruction and curriculum that requires students to create projects and products using digital literacy, critical thinking, analyzing, problem solving, teamwork, self-management, and collaborating, the classroom to support the instructional strategies is necessary. Greater reliance on technology and how to harness the power of technology to support learning will continue into the future. Because the 21st Century classroom specification set by the District is flexible and mobile and promotes collaboration, teamwork and problem-solving, it is important that all students have access to this kind of learning environment.

STATE & LOCAL CONSIDERATIONS

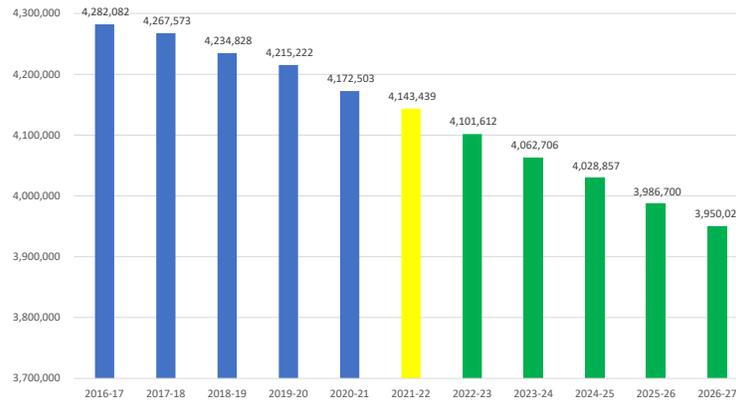
Periodically, the District receives updates on State and local considerations that may impact the implementation of the Master Construct Program (Program). The following section provides a brief update on the impact of the District’s declining enrollment on the Program as well as the State’s grant funding program for preschool, transitional kindergarten, and kindergarten facilities.

3.1 STUDENT ENROLLMENT

The California Department of Finance tabulates actual and projected K-8 enrollment based on Department of Education enrollment data and Department of Public Health births. According to the State, K-8 enrollment statewide has decreased over the last five years with an overall decline of approximately 2 percent over the last 3 years and is projected to continue to decline 5 percent over the next five year period, as indicated in Figure 1, due to a general decrease in births and a corresponding decrease in enrollment.

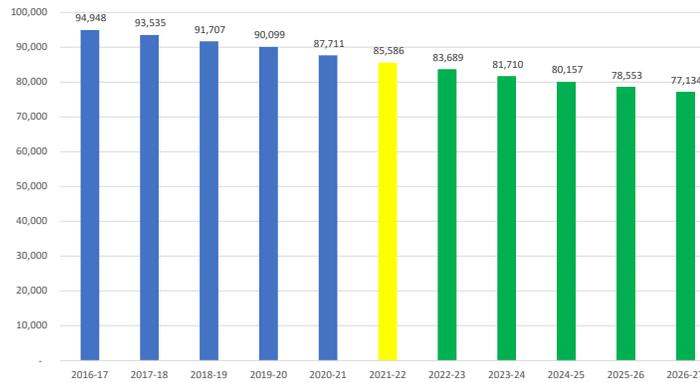
More locally, Figure 2 shows that K-8 enrollment in Ventura County has declined by 9.8 percent or 9,362 students since 2016-17 and is projected to continue to decrease by a similar 9.8 percent or 8,452 students over the next five years. As shown in Figure 3, annual enrollment in the Oxnard School District experienced significant decline since 2017-18 to date of approximately 14.5 percent or 2,441 students. Since 2019-20 alone, the District has undergone the subsequent impact of the COVID-19 pandemic with a decrease of 1,349 students. Future enrollment is projected to continue to decline by another 13.2 percent or 1902 students to 12,479 students by 2026-27.

Figure 1: California State K-8 Enrollment



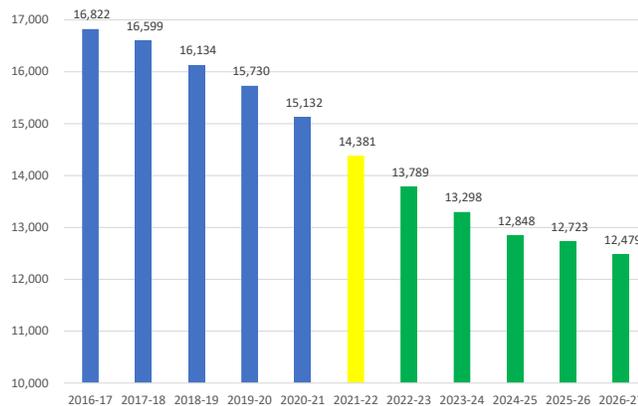
Sources: California State Department of Finance

Figure 2: Ventura County K-8 Enrollment



Sources: California State Department of Finance

Figure 3: Oxnard School District K-8 Enrollment



Sources: CALPADS; Powerschool (formerly DecisionInsite – powered by Hoonuit)

The methodology for projecting enrollment generally assumes matriculation of prior year grade level enrollment continuing at an ascribed rate through a district’s grade configuration annually. New kindergarten enrollment is in most part governed by the actual rates of births and subsequent enrollment within a district’s catchment area. Factors such as the impact of the COVID-19 pandemic, migration, immigration and new residential construction may substantially alter short term projections while still leveling out over a greater period.

However, new state requirements for TK and added requirements for kindergarten enrollment are projected to increase TK enrollment. Historically, kindergarten attendance has been limited to children that have turned five by September 2 of every school year. New State guidelines will now require districts to phase the full implementation of TK to all four- and five-year-old students by the year 2025-26. Districts, at their discretion, may elect to immediately implement the program beginning in 2022-23.

Table 1: Oxnard School District – Historical and Projected Enrollment by Grade

Grade	Historical Enrollment					Current	*Projected Enrollment					Net Change
	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	
TK	316	275	527	261	204	196	324	424	530	703	699	503
K	1,752	1,727	1,328	1,562	1,440	1,344	1,278	1,254	1,250	1,273	1,265	(79)
1st	1,847	1,750	1,720	1,574	1,582	1,436	1,342	1,284	1,267	1,278	1,294	(142)
2nd	1,845	1,827	1,718	1,700	1,573	1,543	1,413	1,319	1,269	1,269	1,283	(260)
3rd	1,859	1,813	1,794	1,699	1,656	1,504	1,494	1,372	1,284	1,252	1,264	(240)
4th	1,879	1,835	1,771	1,794	1,679	1,625	1,474	1,460	1,351	1,275	1,252	(373)
5th	1,954	1,858	1,809	1,757	1,771	1,646	1,588	1,443	1,436	1,340	1,274	(372)
K-5 Total	11,452	11,085	10,667	10,347	9,905	9,294	8,910	8,557	8,388	8,392	8,333	(961)
6th	1,878	1,913	1,790	1,763	1,708	1,711	1,583	1,547	1,417	1,426	1,327	(384)
7th	1,776	1,838	1,874	1,775	1,758	1,648	1,679	1,551	1,520	1,404	1,422	(226)
8th	1,716	1,763	1,803	1,845	1,761	1,728	1,619	1,642	1,523	1,500	1,396	(332)
6-8 Total	5,370	5,514	5,467	5,383	5,227	5,087	4,880	4,741	4,460	4,331	4,146	(941)
Total	16,822	16,599	16,134	15,730	15,132	14,381	13,789	13,298	12,848	12,723	12,479	(1,902)

**Projected enrollment provided from Powerschool (formerly DecisionInsite - powered by Hoonuit) online 2022 projections; projected SDC enrollment not provided by grade and has therefore been evenly distributed across grades TK-8*

Sources: CALPADS; Powerschool (formerly DecisionInsite – powered by Hoonuit)

Regardless of the timing of the program’s implementation, the new state requirements create a new grade level for enrollment and the subsequent need to house children in additional state approved TK/K facilities. The enrollment projections represented in Table 1 by the District’s consultants take these factors into consideration. A phased absorption is assumed over the next five years for TK students with annual TK enrollment projected to increase to 699 students through 2026-27, equating to approximately 55 percent of the projected kindergarten enrollment of 1,265 expected by 2026-27. With the increases in projected TK enrollment, overall kindergarten through 2026-27 is expected to decline, but at a much lower rate than would otherwise be expected. Overall, however, enrollment through grade 5 is expected to decline by 961 students. A similar anticipated decline in grade 6-8 enrollment of 941 students is anticipated.

3.2 STATE'S PRESCHOOL, TK, AND KINDERGARTEN FACILITIES GRANT PROGRAM

The State's Full Day Kindergarten Facilities Grant Program (FDKFGP) was initiated in 2019 to provide one-time grants to construct new or retrofit existing facilities for the purpose of providing kindergarten classrooms to support full-day kindergarten instruction. The Governor's budget for Fiscal Year 2021-22 provides \$490 million to fund and expand the program to provide one-time grants to construct new or retrofit existing facilities for the purpose of providing classrooms to support preschool, transitional kindergarten and full-day kindergarten instruction. The program is now referred to as the California Preschool, Transitional Kindergarten, and Full-Day Kindergarten Facilities Grant Program.

Funds may be used for the associated costs in creating and expanding the California State Preschool Programs (CSPP) or TK programs, or to establish or strengthen partnerships with other providers of preschool education within the District to ensure high quality preschool education options are available to all four year old students. Funding is open to districts that do not have the facilities to adequately house state preschool, transitional kindergarten and kindergarten students that currently attend or will attend a full-day program. The program requires a matching share of 75/25 (state/district) for part-day kindergarten programs that are converting to full-day. Districts that already have full-day kindergarten programs require a 50/50 (state/district) match for new construction and 60/40 (state/district) match for retrofit projects. All transitional kindergarten and preschool projects require a matching share of 75/25 (state/district).

Proposed facilities must meet Title 5 requirements and preschool projects will need to meet Title 22 requirements, including licensure requirements. The State is limiting the number of classrooms eligible for project funding for preschool and/or transitional kindergarten to a maximum of four classrooms for each grade level. There is not a limit on the number of full-day kindergarten classrooms that can be included in a project since kindergarten eligibility is based on current need and enrollment. The State uses a loading standard of 25 students for each classroom project.

Based on a review of enrollment and existing classrooms, an application for funding was submitted to the State for Driffill elementary school in April 2022 for the construction of 12 new classrooms for kindergarten, TK and preschool at the Driffill site. The application is intended to assist the Driffill site in meeting the educational specifications for TK and K students and the majority of the grant is designated to assist in the creation of an Early Childhood Development Center on the Driffill site similar to those operated at Harrington and Lemonwood.

Table 2 provides a summary of the estimated state grants available to the District by type and amounts in addition to the local match requirement. For districts like Oxnard with high rates of free and reduced lunch and exceed their statutory bonded indebtedness (with or without a waiver), eligible "Financial Hardship" funding is available allowing the State to fund the district's local match requirement, based on additional considerations. It is estimated that the District could be eligible for up to \$8.0 million in State grants, requiring a local combined match of approximately \$4.0 million should the District's application be awarded. Should the District qualify for "Financial Hardship", the State would provide the required

local share of approximately \$4.0 million, bringing the total potential grant amount from the State to approximately \$12 million of which approximately \$8.0 million would go toward TK/K facilities.

Table 2: Estimated Potential PS/TK/ K Grants for Driffill Elementary School

Driffill Elementary/ECDC	Total Elig. CRs	Eligible Pupils	Per Pupil Grant	Base Grant	Site Grants (35%)	Other Grants	Total Project	State Share	District Share
Kindergarten	4	100	\$14,623	\$1,462,300	\$511,805	\$25,274	\$3,998,759	\$1,999,379	\$1,999,379
Transitional Kindergarten	4	100	\$14,623	\$1,462,300	\$511,805	\$25,274	\$3,998,759	\$2,999,069	\$999,690
Subtotal	8	200		\$2,924,600	\$1,023,610	\$50,549	\$7,997,517	\$4,998,448	\$2,999,069
Preschool	4	100	\$14,623	\$1,462,300	\$511,805	\$25,274	\$3,998,759	\$2,999,069	\$999,690
Subtotal	4	100		\$1,462,300	\$511,805	\$25,274	\$3,998,759	\$2,999,069	\$999,690
Total	12	300		\$4,386,900	\$1,535,415	\$75,823	\$11,996,276	\$7,997,517	\$3,998,759

FACILITIES PROGRAM

The Master Construct Program implements planned 21st century facilities improvements in select phases to support academy programs, reconstruct older schools and support facilities, and remove portable classrooms. The program commenced in 2013 and was further expanded in 2016 with increased funding sources and scope of planned improvements allocated to the program.

The Master Construct Program has been focused on increasing the number of K-8 school facilities and replacing older schools, portable classrooms, and support facilities with permanent K-5 & K-8 schools; all with 21st Century Learning Environments. To date, four replacement school projects are complete and occupied. The reconstruction of Rose Avenue elementary school has commenced, making Rose Avenue elementary the fifth school reconstruction project for the program. The program also completed two Early Childhood Development Centers, and the construction of additional flex-classrooms for transitional (TK) and kindergarten (K) enrollment at existing school sites. Additional 21st Century upgrades are also planned to classrooms, MPRs, administrative, and library facilities at select school sites. Funding for these improvements is primarily from a combination of existing local sources and anticipated State aid reimbursements.

Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board. The integrated program focuses largely on the use of local funds for continued reconstruction of existing schools and the construction of new school sites, and State aid reimbursements for improvements to multipurpose rooms and support facilities to accommodate the District's educational program.

The following section provides an update of projects under management and projects anticipated to be initiated over the next six-month period. Project highlights are presented along with proposed adjustments to the budget and timeline. These components are then carried over for further consideration in the Master Budget, Schedule and Timeline recommendations in this report.

4.1 COMPLETED PROJECTS

Completed projects include improvements to kindergarten facilities at Ritchen, Brekke, and McAuliffe schools, and construction of science labs at Chavez, Curren, Kamala, Dr. Lopez Academy, and Fremont schools to accommodate the educational reconfiguration plan. The deployment of state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school district wide was also provided. Four new 21st Century reconstructed schools were provided at Harrington, Elm, Lemonwood, and McKinna elementary schools to replace the prior obsolete facilities. A new 12 classroom

building serving grades 6-8 was completed at Marshall elementary school. New kindergarten/flex classrooms at Brekke, McAuliffe, Ritche, and Ramona elementary schools were completed, as well as kindergarten annex facilities at Lemonwood and Harrington elementary schools. The District has completed the land purchase of the new Seabridge elementary school site and the Doris/Patterson elementary and middle school sites. Design approval from the Division of State Architect (DSA) and California Department of Education (CDE) for the new Seabridge K- 5 elementary school project was achieved. In addition, the design plans received DSA and CDE approval for the modernization improvements planned at McAuliffe and Ritche elementary schools. Funding for the projects to date has been from local sources, primarily Measure “R” and Measure “D”.

4.2 PROJECTS UNDERWAY

Construction is underway for the reconstructed Rose Avenue elementary school. The design plans for the modernization efforts planned at McAuliffe and Ritche elementary schools have both received DSA and CDE approval and funding applications have been submitted to the State for Financial Hardship consideration. In October 2022, the design plans for the new Seabridge elementary school will be subject to code compliance review and required to be resubmitted to the DSA prior to the commencement of construction activities. As a result the Seabridge project is proposed to be moved from Phase 3 to Phase 4 to accommodate future enrollment growth or to be operated as a replacement school if the need arises. Planning efforts associated with the Local Agency Formation Committee (LAFCo) approval for the Doris/Patterson project continue, however the project has not yet commenced the design process. Design and construction of the new Doris/Patterson 6-8 school has been deferred pending the approval of additional future funding. The design and construction of the new Doris/Patterson K-5 school continues to be proposed in Phase 4. MPR/gym and support facilities to be modernized at the remaining K-5 and 6-8 schools are proposed to be moved from Phase 4 to Phase 3. The MPR facilities for the K-8 schools are proposed to be implemented as part of the Enhanced Master Construct Program. An application has been submitted to the State for funding for new preschool, TK, and K classrooms at the Drifill elementary school site with implementation of the project pending approval of grant funding from the State and/or a future local funding source.

The following sections provide further detail on the status of projects summarized above and expected outcomes over the next six months.

4.2.1 ROSE AVENUE ELEMENTARY RECONSTRUCTION

New facilities planned for the Rose Avenue Reconstruction project include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. This project is planned to be constructed in two (2) phases. During the initial phase, the new campus buildings will be built on the existing play fields. The second phase will consist of the demolition of the existing campus and the construction of new play areas and fields. The District conducted a groundbreaking ceremony in late October 2021 which was well received. Construction commenced in early November 2021.

As of the end of May 2022, construction work continues on both Buildings A and B with the bolting and welding of the steel beams reaching completion on both buildings. The construction team will start on installing the metal decking which will be the sub-floor that will support the second floor and the roof. Structural steel work on Building C has also resumed. A logistics plan for the summer was approved by District personnel to provide additional site access to the construction team as well as to maintain access for the District site staff.



Rose Avenue Elementary School Construction Progress

The project is proceeding with construction utilizing existing local funds on hand. The current Board approved “all in” budget for the Rose Avenue project is \$51.1 million. No budget adjustments are recommended at this time.

An application for new construction remains on the State’s beyond bonding authority list awaiting review by the State and is pending availability of State funds and the District’s new construction eligibility at the time the application is reviewed. The application was originally submitted as a “Financial Hardship” project prior to the decision to move forward with construction with local funds. At time of review by the State and subject to the District’s new construction eligibility at time of review, the application would need to be amended as a 50/50 reimbursement application and is estimated to garner approximately \$12.4 million. The District would need to have substantial enrollment recovery at time of review of this application by the OPSC to qualify for funding.

4.2.3 MCAULIFFE ELEMENTARY MODERNIZATION

The McAuliffe modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to STEAM Academy and piano labs, and improves support spaces to comply with the District’s vision and specification for 21st Century K-5 classrooms and support school facilities. Upgrading the library into a Media Center is proposed which provides for the inclusion of 2 breakout rooms. The repurposing of two adjacent supply rooms into administrative and counselor space is also provided. Other interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical systems, and furnishings, as well as data and other technology upgrades consistent with those available at similarly reconstructed schools, where possible. The project has received approvals from both DSA and the CDE.

The current Board approved “all in” budget for the McAuliffe project is \$4.9 million. No budget adjustments are recommended at this time. A funding application for modernization grants has been

submitted to the State under the financial hardship program for the project to be placed on the State's beyond bond authority list. It is estimated that this application could garner approximately \$5.5 million. Upon approval of the application by the State and receipt of funds, the project budget may require adjustment based on the construction costs at that time and final approved grants.

4.2.4 RITCHEN ELEMENTARY MODERNIZATION

The Ritchen modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to STEAM and piano labs, and upgrades the MPR and library to comply with the District's vision and specification for 21st Century K-5 classrooms and student support facilities. The library improvements also provide for the inclusion of 2 breakout rooms. Interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, and furnishings, as well as data and other technology upgrades. The project has received DSA and CDE approval.

The current Board approved "all in" budget for the Ritchen project is \$4.4 million. No budget adjustments are recommended at this time. A funding application for modernization grants has been submitted to the State under the financial hardship program for the project to be placed on the State's beyond bond authority list. It is estimated that this application could garner approximately \$5 million. Upon approval of the application by the State and receipt of funds, the project budget may require adjustment based on the construction costs at that time and final approved grants.

4.2.2 SEABRIDGE ELEMENTARY NEW CONSTRUCTION

The New Seabridge K-5 School consists of a new elementary school north of Oxnard's Seabridge neighborhood along Wooley Road. The site was purchased in 2013. New facilities include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. The design plans for the new Seabridge elementary school received DSA approval in October 2018 and CDE approval in July 2018. In October 2022, the design plans for the new Seabridge elementary school will be subject to a code compliance review and will require to be resubmitted to the DSA prior to the start of construction activities. The new Seabridge elementary school has been designed to provide increased District permanent capacity or a replacement school for other aging district schools if needed. It is proposed that the Seabridge project be moved from Phase 3 to the later Phase 4 implementation schedule to accommodate the estimated timing of future funding.

Two new construction applications for the project remain on the State's beyond bonding authority list awaiting review by the State and are pending availability of State funds and the District's new construction eligibility at the time the application is reviewed and are estimated to garner approximately \$16.8 million. The District would need to have substantial enrollment recovery at time of review of these applications by the OPSC to qualify for funding. The current Board approved "all in" budget for the Seabridge project is \$28.6 million. No budget adjustments are recommended at this time; however, cost increases may occur at time of implementation given recent trends in construction costs.

4.2.5 DORIS/PATTERSON NEW CONSTRUCTION

The District has acquired a 25-acre parcel at the corner of Doris Avenue and Patterson Road for the construction of a new 700 student K-5 and 1,200 student 6-8 middle school facility, or a combined K-8 campus plus the ability to accommodate a District administrative center. The District has completed the California Environmental Quality Act (CEQA) and Department of Toxic Substances Control (DTSC) review requirements for the project. Pursuant to the Ventura County Local Agency Formation Commission (LAFCo), this project requires annexation into the City of Oxnard. The scope of off-site improvements requested by the City far exceed the demands of the proposed District project. The current Board-approved budget is \$800,572 for the project’s environmental planning and LAFCo efforts and \$9.2 million for land acquisition. An adjustment decreasing the environmental planning and LAFCo efforts budget by \$243,214 to \$557,358 is recommended to account for actual expenditures and anticipated remaining efforts.

As reported in December 2021, the design and construction of the new Doris/Patterson 6-8 school has been deferred pending the approval of additional future funding. The design and construction of the new Doris/Patterson K-5 school continues to be proposed in Phase 4. The new Doris/Patterson K-5 school is yet to be designed and is dependent on the District’s need for increased capacity or replacement of aging schools. The current Board approved “all in” budget for the Doris/Patterson K-5 project is \$29.6 million. No budget adjustments are recommended at this time; however, cost increases may occur at time of implementation given recent trends in construction costs.

4.2.6 IMPROVEMENTS TO MPR/SUPPORT FACILITIES

The Program identified MPR and gym facilities to be modernized at the District’s remaining K-5, K-8 and 6-8 school facilities scheduled for implementation in Phases 3 and 4 of the Program. These improvements remain substantially dependent on State funding and potential future local bond. These improvements are now proposed to be implemented in Phase 3. The MPR facilities for the K-8 schools are proposed to be implemented as part of the Enhanced Master Construct Program. The following sections provides a recap summary of the planned projects.

4.2.6.1 FREMONT MIDDLE SCHOOL

An analysis was conducted as to the ability to construct a replacement facility to the existing MPR that could be integrated as part of a potential future school replacement project. To preserve the option to utilize the new facility as part of a future new replacement school, a new gym is proposed to be located east of the existing tennis courts, along the southern boundary of the existing site in order to maximize the ability to be integrated as part of a future campus replacement project, should funding become available. Placing the new gym in this location would also reduce the impact on the ongoing operation of the Fremont School during construction of the gym. The current Board approved “all in” budget for the MPR/gym is \$5.6 million. No budget adjustments are recommended at this time. The project is proposed to be moved from Phase 4 to Phase 3.

4.2.6.2 DR. MANUAL M. LOPEZ ACADEMY OF ARTS AND SCIENCES

Dr. Manual M. Lopez Academy of Arts and Sciences is the smallest of the District’s 6-8 facilities. Replacement strategies for the existing campus were explored. Some level of interim improvement to the multipurpose facility may be required under any scenario for Dr. Lopez Academy. To supply the site with some level of improvement to the existing MPR facility that will effectively bridge the immediate needs of today with the ultimate ability to reconstruct the facility, a Board approved budget allowance of \$1.5 million has been established. No budget adjustments are recommended at this time. The project is proposed to be moved from Phase 4 to Phase 3.

4.2.6.3 K-8 P2P SCHOOLS: MULTIPURPOSE ROOM MODERNIZATION

Alternative scenarios were reviewed by the Board through the planning process of the proposed Enhanced Master Construct Program for Kamala, Chavez, Curren, and Driffill which included the construction of new multipurpose room/gymnasium facilities at each of the sites. The facilities would include approximately 10,683 square feet including assembly/gymnasium and presentation areas, service and kitchen areas, storage, restrooms, and grade 6-8 student locker rooms. The estimated development cost for each facility was budgeted at approximately \$7.0 million. At time of the discussions, it was determined that these projects should be included in proposed Enhanced Master Construct Program. Due to the enhanced scope and required master budget, these projects are anticipated to be funded by a future local funding source. If no additional funding is identified, improvements in line with the original scope of the projects could be completed with either local funds or anticipated State reimbursements.

4.2.6.4 REMAINING K-5 SCHOOL IMPROVEMENTS

The Program provides for modernization improvements to existing MPR facilities at Brekke and Ramona elementary schools with a budget of \$697,557 at Brekke and \$1.8 million at Ramona. Additional administrative and program support space to enable certain permanent classrooms currently being used as non-teaching spaces to be repurposed as classrooms are also planned at Brekke and Ramona.

At Brekke, there are two permanent classrooms not used as teaching stations that house the school’s RSP support and extra support teacher functions. A dedicated 630 square feet of additional administration and program space is recommended to support these functions allowing the release of the two permanent classrooms to return for use as teaching stations. The identified budget for these improvements is \$459,373.

At Ramona, there is one permanent classroom not used as a teaching station that houses the school’s RSP, Speech, and extra support teacher functions. A recommended 880 square feet of additional administration and program space is suggested to house these functions and release the permanent classroom to return for use as a teaching station. The identified budget for these improvements is \$292,151.

No budget adjustments are recommended at this time. The projects are proposed to be moved from Phase 4 to Phase 3.

4.2.7 TK, K, AND ECCL FACILITIES AT DRIFILL ELEMENTARY SCHOOL

Based on a review of enrollment and existing classrooms, an application for funding was submitted to the State for Driffill elementary school in April 2022 for the construction of 12 new classrooms for kindergarten, TK, and preschool services at the Driffill site. The application includes a maximum of four classrooms for each grade. The application is intended to assist Driffill in meeting the educational specifications for TK and K students and to assist in the creation of an Early Childhood Development Center.

The State’s specifications for the new construction and funding of such classrooms require a 1350 square foot classroom that meets Title 5 requirements, including a teacher prep area and age-appropriate furniture, fixtures, equipment and bathroom facilities. The facilities are proposed to be designed and built to meet State Title 5 and district specification for TK/kindergarten classrooms as well as the Title 22 licensing requirements for preschool classrooms. A new playground would also be constructed in the center of the classrooms.

It is estimated that the District could be eligible for up to \$8.0 million in State grants, requiring a local combined match of approximately \$4.0 million should the District’s application be awarded. Should the District qualify for “Financial Hardship”, the State would provide the required local share of approximately \$4.0 million, bringing the total potential grant amount from the State to approximately \$12 million of which approximately \$8.0 million would go toward TK/K facilities. Implementation of the proposed new classrooms is pending receipt of State grant funds and/or a future local funding source.

4.2.8 ENHANCED MASTER CONSTRUCT PROGRAM

In 2019, the District requested an update of the Master Construct Program, including an analysis of existing conditions, options to enhance the scope of the Master Construct Program and equity at remaining school sites, and present options for Board consideration. As part of that development process the District held three Board workshops to discuss the scope and potential funding sources for additional improvements to the balance of the schools and to provide additional resources to the Basic strategy of the Master Construct Program. This analysis was commonly referred to as the Enhanced Master Construct Program. The Board decided at its June 4, 2020 meeting to delay the consideration of additional facilities improvements beyond the current Master Construct Program to a future date.

A proposed Enhanced Master Construct Program has been prepared for consideration by the Board under a separate workshop. The proposed Enhanced Master Construct Program identifies projects for consideration that qualify for State modernization grants and are eligible for funding via local voter approval bond programs. A recommended program response by school site, grade configuration and specification, phasing, and type of funding is proposed and provided in detail in the proposed Enhanced Master Construct Program. Two major funding sources are proposed including a new General Obligation

(GO) Bond program requiring voter approval and estimated State reimbursement grants from eligible modernization improvements. A total of \$302.6 million in projects is estimated across all selected school sites, including a Program Reserve to accommodate unplanned contingencies.

PROGRAM FUNDING & EXPENDITURES

This section reviews existing and anticipated sources of funds for implementing the proposed facilities for the Master Construct and Implementation Program. Major funding sources include Measure “R” and Measure “D” bond proceeds, developer fees, Mello Roos funds, prior State aid reimbursements, and capital program balances. The Program seeks to maximize remaining State aid eligibility for modernization and new construction grant funding for school facilities as State funds become available under the School Facility Program (SFP) and other related programs that fund public school facilities construction.

The District has garnered approximately \$35 million in new construction and modernization grant funds for completed projects. Approximately \$10.5 million in additional modernization applications have been submitted to the State for improvements to McAuliffe and Ritche elementary schools. The District has exhausted its eligibility for new construction funding until such time as enrollment once again begins to grow. A further review of the SFP programs and estimated District eligibility is provided below.

All Mello Roos and Measure “R” bond proceeds have been received, and available capital program balances have been applied towards Phase 1 improvements. Local developer fees continue to be collected and utilized by the program as additional residential construction is approved within the District. The District has issued approximately \$106 million in Measure “D” bonds in support of Phase 2 improvements, leaving approximately \$36.5 million in remaining authorization, and all previous bond authorization has been fully issued and appropriated.

The following provides an update to the prior Program funding and expenditures provided to the Board in the December 2021 report. This section provides a comprehensive review of the funding program, including a review of State aid grants, projected local developer fees, and local general obligation bond proceeds, all which may assist in the implementation of the remaining Master Construct Program. The report recommends adjustments to the Master Budget and Schedule that are required in accordance with financial or policy decisions undertaken by the District and the State from the prior periods and proposed activities over the next six-month period.

5.1 STATE MATCHING GRANTS

Through the Office of Public School Construction (OPSC), the State of California provides funding assistance to eligible school districts through the School Facility Program (SFP). OPSC administers various

programs pursuant to State law and provides projects to be considered by the State Allocation Board (SAB) for funding. Funding is provided to school districts in the form of per pupil grants, with supplemental grants for site development, site acquisition, and other project-specific costs. Individual pupil grant amounts are periodically reviewed for adjustment by the SAB. The program provides new construction and modernization grants to construct new school facilities or modernize existing schools. To receive State grants, a district is required to match the grant portion from available district funds. This may include proceeds from local general obligation bonds, developer fees, and a district's general fund. Under certain specific conditions, a district may qualify and apply for a release of its local match requirement through a hardship review and approval by the OPSC and the SAB, subject to additional constraints and requirements.

Historically, project funding by the State has been supported through the periodic approval of State bonds for school construction by California voters. In November 2016, California voters approved Proposition (Prop.) 51, authorizing \$7 billion for new construction, modernization, Career Technical Education (CTE), and Charter funding for K-12 facilities.

At this time, the OPSC has reported that all authorized funds for new construction and modernization applications under the SFP have been fully allocated. Received applications after September 12, 2018 for new construction and after March 1, 2019 for modernization are now being placed on an "Applications Received Beyond Bond Authority" waiting list in the order of date received, which is presented to SAB for acknowledgement, but not approval, and are slated for review once additional funds are made available. To qualify for this waiting list for State funds, districts are required to adopt a Board resolution acknowledging the shortfall and the application's inclusion under the "Applications Received Beyond Bond Authority List."

In May 2022, the Governor Newsom released the May Revision of the 2022-23 State of California (State) budget for K-12 education allocating additional funds to the SFP. The State's historic revenue surplus presented an opportunity for the State to further support K-12 education on one-time programs and services. The May Revision included approximately \$4 billion in one-time General Fund monies for the SFP allocating \$2.2 billion in 2021-22, \$1.2 billion in 2023-24, and \$625 million in 2024-25 to support new construction and modernization projects. The May Revision also includes approximately \$1.8 billion in one-time funds for deferred maintenance, HVAC, and energy improvements. This is anticipated to be applied against the "Applications Received Beyond Bond Authority" waiting list allowing most of these to anticipate funding in the years ahead.

CFW continues to monitor grant applications to the State and activities of the SAB for the allocation of eligible State funding. The strategic blending of these programs is required to support the balance of local investment that may be required to fully implement the Master Construct Program. These programs are summarized below as well as the District's current and projected eligibility for program funding. Applications that have been approved by the District and submitted to OPSC are also presented.

5.1.1 STATE AID MODERNIZATION

The SFP Modernization Program provides funds on a 60-40 State and local sharing basis for improvements that enhance existing school facilities. Eligible projects include modifications such as air conditioning, plumbing, lighting, and electrical systems. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Modernization eligibility is established separately for each school site and requires that permanent facilities be at least 25 years old and portable facilities be at least 20 years old. Students must be enrolled in those facilities based on State classroom loading standards of 25 per classroom for grades K-6 and 27 per classroom for grades 7-8. Once established, site eligibility is not subject to annual review.
2. **Funding:** A district with modernization eligibility may request funding on a 60-40 State grant/local match basis. The 2022 pupil grant is currently \$5,568 for elementary grades and \$5,888 for middle school grades. Eligible costs include design, construction, educational technology, testing, inspection, furniture and equipment. Limited supplemental funding is available for excessive cost such as fire safety and accessibility improvements. Grant levels are periodically reviewed by the State. Program funding is subject to project performance and certification at the completion of construction.

Under Senate Bill 50 (SB 50), the State provides the option of a “Like for Like” approach towards utilizing available modernization eligibility towards new construction. The “Like for Like” approach allows school districts to utilize modernization funding for new construction projects, if the new construction is replacing a facility with a similar facility that requires modernization. These funds do not affect a district’s new construction pupil grant eligibility and are in addition to any available new construction funding. Funds allocated under “Like for Like” would be based on the modernization grant eligibility on a site-by-site basis. The District continues to utilize this approach, where applicable, to augment the amount of funding available to construct replacement school facilities.

Tables 3 and 4 summarize the District’s remaining estimated eligibility for State modernization grants for 288 permanent and 60 portable facilities that by the end of the Program would have been last modernized or placed in service at least 25 or 20 years ago, respectively. The estimated eligibility accounts for FY2021-22 enrollment by school site and 2022 per pupil grants. When an application is reviewed, the subject school site’s eligibility will be dependent on enrollment at that time and may increase or decrease dependent on enrollment at that time. These amounts exclude any estimated additional grants anticipated beyond the base pupil grants for associated site development costs. All modernization applications require a local match to be provided by the District, unless Financial Hardship is utilized, as explained later in this section.

Table 3 shows the estimated eligibility for permanent classrooms totaling \$42 million. The estimated eligibility for permanent classrooms has been adjusted to accommodate FY2021-22 enrollment and the 2022 per pupil grant amounts resulting in an estimated increase of approximately \$4 million when compared to the December 2021 report. Approximately \$16.9 million is currently available for McAuliffe

and Ritchen elementary schools and Dr. Lopez Academy and Frank middle school. Approximately \$5.9 million in grants are estimated to become eligible in the FY2021-25 period. The remaining eligibility of approximately \$19.2 million is not fully eligible for grant funding until the FY 2026-29 period. To access these funds, the District must design and receive Division of State Architect (DSA) project approval prior to the submittal of an application for modernization funding of a facility.

Table 3: Estimated Remaining Modernization Eligibility from Permanent Classrooms: 60/40 Program

School Site	CRMs	Phase I (FY 2013-17)		Phase II (FY 2018-20)		Phase III (FY 2021-25)		Phase IV (FY 2026-29)		Total Amount
		CRMs	Amount	CRMs	Amount	CRMs	Amount	CRMs	Amount	
Brekke	22	0		0		22	\$3,073,536	0		\$3,073,536
Chavez	39	0		0		0		39	\$5,428,800	\$5,428,800
Curren	0	0		0		0		0		\$0
Driffill	0	0		0		0		0		\$0
Elm	0	0		0		0		0		\$0
Frank	41	0		41	\$6,488,576	0		0		\$6,488,576
Fremont	28	0		0		0		28	\$4,480,768	\$4,480,768
Harrington	0	0		0		0		0		\$0
Dr. Lopez Academy of Arts & Sciences	30	30	\$4,728,064	0		0		0		\$4,728,064
Kamala	0	0		0		0		0		\$0
Lemonwood	0	0		0		0		0		\$0
Marina West	20	0		0		0		20	\$2,784,000	\$2,784,000
Marshall	26	0		0		0		26	\$3,619,200	\$3,619,200
McAuliffe	21	21	\$2,973,312	0		0		0		\$2,973,312
McKinna	0	0		0		0		0		\$0
Ramona	20	0		0		20	\$2,828,544	0		\$2,828,544
Ritchen	20	20	\$2,733,888	0		0		0		\$2,733,888
Rose Avenue	0	0		0		0		0		\$0
Sierra Linda	21	0		0		0		21	\$2,923,200	\$2,923,200
Soria	0	0		0		0		0		\$0
Total	288	71	\$10,435,264	41	\$6,488,576	42	\$5,902,080	134	\$19,235,968	\$42,061,888

*Current dollars

Table 4 demonstrates remaining eligibility of approximately \$8.5 million for portable classrooms that exceed their 20-year life and are eligible for modernization during the term of the Program. The estimated eligibility for portable classrooms has been adjusted to accommodate FY2021-22 enrollment and the 2022 per pupil grant amounts resulting in an estimated increase of approximately \$700,000 when compared to the December 2021 report. To date, approximately \$3.9 million in modernization applications have been submitted to the OPSC for grant reimbursements. Additional modernization funding applications have been submitted to the OPSC for the improvements planned at McAuliffe and Ritchen elementary schools.

Wherever possible, the District has attempted to accrue as much State aid eligibility as possible before proceeding with the demolition and reconstruction of eligible facilities, including replacement schools. Since portable classrooms were introduced at specific sites at various dates to accommodate accelerating enrollment in prior periods, not all portable classrooms are eligible for reimbursement at the same time or in the scheduled implementation of the Master Construct Program. Therefore, in certain cases, not all eligibility has been able to be utilized on a project-by-project basis before commencing with the replacement of a facility.

Table 4: Estimated Remaining Modernization Eligibility from Portable Classrooms: 60/40 Program

School Site	CRMs	Phase I (FY 2013-17)		Phase II (FY 2018-20)		Phase III (FY 2021-25)		Phase IV (FY 2026-29)		Total Amount
		CRMs	Amount	CRMs	Amount	CRMs	Amount	CRMs	Amount	
Brekke	0	0		0		0		0		\$0
Chavez	0	0		0		0		0		\$0
Curren	2	0		0		2	\$278,400	0		\$278,400
Driffill	0	0		0		0		0		\$0
Elm	15	0		15	\$2,088,000	0		0		\$2,088,000
Frank	0	0		0		0		0		\$0
Fremont	8	8	\$1,271,808	0		0		0		\$1,271,808
Harrington	5	3	\$417,600	2	\$278,400	0		0		\$696,000
Dr. Lopez Academy of Arts & Sciences	0	0		0		0		0		\$0
Kamala	6	0		5	\$696,000	1	\$139,200	0		\$835,200
Lemonwood	7	6	\$835,200	1	\$139,200	0		0		\$974,400
Marina West	0	0		0		0		0		\$0
Marshall	0	0		0		0		0		\$0
McAuliffe	1	1	\$139,200	0		0		0		\$139,200
McKinna	13	7	\$974,400	6	\$835,200	0		0		\$1,809,600
Ramona	0	0		0		0		0		\$0
Ritchen	0	0		0		0		0		\$0
Rose Avenue	3	0		0		3	\$417,600	0		\$417,600
Sierra Linda	0	0		0		0		0		\$0
Soria	0	0		0		0		0		\$0
Total	60	25	\$3,638,208	29	\$4,036,800	6	\$835,200	0	\$0	\$8,510,208
Submitted Applications										
Project 1 - Fremont		8	\$1,271,808							
Project 1 - McAuliffe		1	\$139,200							
Harrington Kinder Annex				4	\$556,800					
Lemonwood K-8 Portables		6	\$835,200	1	\$139,200					
Elm Portables				4	\$556,800					
McKinna Portables		3	\$417,600							
Total		18	\$2,663,808	9	\$1,252,800	0	\$0	0	\$0	\$3,916,608
Remaining Eligibility		7	\$974,400	20	\$2,784,000	6	\$835,200	0	\$0	\$4,593,600

*Current dollars

Should enrollment trends change over time at each site and at the time a modernization application is submitted, the estimated grant amounts may increase or decrease further. In addition, at time of application, additional grant dollars may be garnered by identification of eligible Special Day Class (SDC) pupils per site, as SDC pupils are assigned a higher per pupil grant amount than standard pupils. The ability to use all of these grants, however, is contingent on the priority of projects to be funded by the Board, the planned use of these classrooms to house students, available matching funds, sustained enrollment, and the corresponding timeline and schedule adopted as part of the Master Construct Program.

Table 5 demonstrates approximately \$3.9 million in modernization grants that have been received or are pending to be received shortly as part of the implementation of the Master Construct Program. The District has received approximately \$2.86 million for eligible improvements made to Fremont, Harrington, and Lemonwood. The listed grants for Elm and McKinna totaling approximately \$1.05 million are pending fund release from the State and are anticipated to be received by July 2022.

Table 5: Estimated Modernization Grants Received

Projects	Application #	Standard Pupils	SDC Pupils	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
1 Fremont	57/72538-00-026	131	0	\$1,003,960	\$93,926	\$1,097,886
2 Harrington	57/72538-00-027	87	0	\$581,160	\$108,508	\$689,668
3 Lemonwood	57/72538-00-028	175	0	\$841,400	\$239,311	\$1,080,711
Subtotal		393	0	\$2,426,520	\$441,745	\$2,868,265
Total Grants Received						\$2,868,265
1 Elm	57/72538-00-029	101	0	\$485,608	\$126,260	\$611,868
2 McKinna	57/72538-00-030	78	0	\$375,024	\$68,422	\$443,446
Subtotal		179	0	\$860,632	\$194,682	\$1,055,314
Total Applications pending Fund Release						\$1,055,314
Total Applications (5)		572	0	\$3,287,152	\$636,427	\$3,923,579

5.1.2 STATE AID NEW CONSTRUCTION

The State’s New Construction Program provides State funds on a 50/50 State and local sharing basis for eligible projects that add permanent classroom capacity to a school district. The goal is to add capacity to school districts to house students, including the construction of a new school or the addition of classrooms to an existing school. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Eligibility for new construction funding is not site specific and is determined by the gap between a district’s projected enrollment and its existing permanent classroom capacity. Classroom capacity is based on State loading standards of 25 students per classroom for elementary grades and 27 students per classroom for middle grades. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap between the number of future students and the current ability to house students in permanent facilities. Portable classrooms are not counted by the State as being permanently available to house pupils. Until approved for construction, eligibility is subject to annual review.
2. **Funding:** Once eligibility is approved; a district may apply for funding on a 50/50 State grant/local match basis. The 2022 pupil grant is currently \$14,623 for elementary grades and \$15,466 for middle grades and is counted based on each student found to exceed a district’s permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and general site development, and other excessive costs. Grant levels are periodically reviewed by the State.

Table 6 provides a summary of received funding and submitted applications for new construction grants during the Master Construct and Implementation Program totaling \$60 million. For applications not yet received funding, the shown grant amounts are estimated based on the State’s 2022 per pupil grants and the estimated supplemental grants submitted as part of the applications and may vary from amounts shown on the State’s workload and beyond bond authority lists. The District has received approximately

\$26 million in new construction grant funds for completed projects at Driffill, Harrington, and Lemonwood schools. Approximately \$4.98 million in applications have received State grant approvals and are pending fund releases from the State, anticipated to be received by July 2022.

Three applications totaling approximately \$29 million remain on the State’s “beyond bond authority list” for the new Rose Avenue Elementary School and Seabridge Elementary School projects. As previously presented to the Board, the District has exhausted its eligibility for new construction funding until such time as enrollment once again begins to grow. The District would need to have substantial enrollment recovery at time of review of these applications by the OPSC in order to qualify for funding.

Table 6: New Construction Applications During Implementation of Program

Projects	Application #	Standard Pupils	SDC Pupils	Est. Base Grant	Est. Sup. Grant	Total Est. Grant
1 Driffill	51/72538-00-001	0	0	\$3,712,107	\$558,304	\$4,270,411
2 Driffill	50/72538-00-009	350	9	\$4,032,792	\$697,880	\$4,730,672
3 Harrington	50/72538-00-011	625	26	\$8,219,097	\$1,461,426	\$9,680,523
4 Lemonwood	50/72538-00-013	473	0	\$5,570,487	\$1,697,465	\$7,267,952
Subtotal		1,448	35	\$21,534,483	\$4,415,075	\$25,949,558
Total Grants Received						\$25,949,558
1 Ritchen Kinder	50/72538-00-016	0	18	\$638,712	\$134,140	\$772,852
2 Brekke Kinder	50/72538-00-017	0	18	\$638,712	\$138,485	\$777,197
3 McAuliffe Kinder	50/72538-00-018	0	18	\$638,712	\$139,292	\$778,004
4 McKinna	50/72538-00-022	0	28	\$770,245	\$1,120,264	\$1,890,509
5 Ramona Kinder	50/72538-00-024	0	18	\$638,712	\$128,109	\$766,821
Subtotal		0	100	\$3,325,093	\$1,660,290	\$4,985,383
Total Applications pending Fund Release						\$4,985,383
1 Seabridge + Land	50/72538-00-025	575	13	\$8,765,465	\$7,070,025	\$15,835,490
2 Seabridge Use of Grants	50/72538-00-026	68	0	\$994,364	\$0	\$994,364
3 Rose Avenue	50/72538-00-027	675	35	\$10,954,815	\$1,439,250	\$12,394,065
Subtotal		1,318	48	\$20,714,644	\$8,509,275	\$29,223,919
Total Applications on State Beyond Bond Authority List						\$29,223,919
Total Applications (12)		2,766	183	\$45,574,220	\$14,584,640	\$60,158,860

5.1.3 FINANCIAL HARDSHIP FUNDING

The State provides a Financial Hardship Program to assist districts that cannot provide all or part of their local match for an approved modernization or new construction SFP project. In Financial Hardship, the State funds its normal grant amount, and if a district is found to be eligible, provides an additional grant amount equal to the portion of the match that would have been required to be funded by a district. This in effect increases the amount of grant funding a district would otherwise receive. To qualify, a district must be charging the maximum developer fee and meet one of the following criteria:

- Bonded indebtedness of 60 percent or greater
- Successful passage of a Prop. 39 Bond
- District total bonding capacity of less than \$5 million

At this time, the District has exceeded its net bonding capacity by 60 percent and may be eligible for Financial Hardship.

Under the current Financial Hardship Program, a district must have exhausted all unencumbered capital fund balances available for modernization or new construction at the time of application. In addition, any funds that become available during the time the District is in the Hardship period will reduce the amount of the State’s grant in lieu of the District’s match, proportionally. Audits of available capital facilities funding (e.g., Funds 21, 25, 35) are required throughout the project period that a district is in Hardship funding and at “close out”, or completion of the project. Until approved for construction, eligibility is subject to review every 6 months. A district can apply for both planning and/or construction funds.

Except for land acquisition and some site service costs, 100 percent hardship grant funding does not typically equate to 100 percent of the total development costs associated with the design and construction of an eligible project. Often projects must be phased, alternate methods of construction (e.g. modular) must be employed to achieve the desired space requirement for housing students or additional local funding must be provided thereafter to complete a project using hardship funding.

As pointed out in other cases, the OPSC has implemented a change to the Financial Hardship program requiring that the Financial Hardship period begin on the date of application, regardless of the date an application is reviewed by OPSC or approved by the SAB – restricting its use. This requires that the District sequence projects proposed for Financial Hardship after any and all anticipated and available capital funds are encumbered, which may result in delaying Financial Hardship projects to later implementation phases of the Master Construct Program, once other funds have been exhausted.

5.1.4 SUBMITTED STATE AID APPLICATIONS

Table 7 presents State aid applications that have been filed with the OPSC that are awaiting review and funding by the State, totaling approximately \$39.7 million. It also reflects the current pupil grant amounts in effect for 2022 by the SAB and estimated additional anticipated allowances for supplemental grants such as site development and land acquisition costs. The Seabridge and Rose Avenue applications remain on the State’s beyond authority list and will be subject to eligibility requirements at time of review by the OPSC. Additional applications have been recently filed for the modernization projects planned at Ritche and McAuliffe elementary schools to be placed on the State’s beyond authority list. These applications for Ritche and McAuliffe elementary schools have been submitted assuming Financial Hardship.

Table 7: Submitted State Aid Applications

Projects	Type	Standard Pupils	K-6	7-8	SDC Pupils	Non Severe	Severe	Est. Base Grant	Est. Sup. Grant	*Total Est. Grant
Seabridge + Land	New Const.	575	575	0	13	13	0	\$8,765,465	\$7,070,025	\$15,835,490
Seabridge Use of Grants	New Const.	68	68	0	0	0	0	\$994,364	\$0	\$994,364
Rose Avenue	New Const.	675	675	0	35	26	9	\$10,954,815	\$1,439,250	\$12,394,065
*McAuliffe	Mod.	534	534	0	0	0	0	\$2,973,312	\$297,331	\$5,451,072
*Ritchen	Mod.	491	491	0	0	0	0	\$2,733,888	\$273,389	\$5,012,128
Total		2,343	2,343	0	48	39	9	\$26,421,844	\$9,079,995	\$39,687,119
	<i>Total New Construction Pupils Used</i>	1,318	1,318	0	48	39	9	\$20,714,644	\$8,509,275	\$29,223,919
	<i>Total Modernization Pupils Used</i>	1,025	1,025	0	0	0	0	\$5,707,200	\$570,720	\$10,463,200

**Total grant assumes Financial Hardship for McAuliffe & Ritchen*

Over the next six months, the team will continue to monitor application status with OPSC and respond to any new opportunities, exceptions, and review notices received in order to keep the District as informed as possible on any needs for program adjustments.

5.2 DEVELOPER FEES

Developer fees levied on new residential and commercial construction in a school district attendance area are permissible under State Education Code, Section 17620 and may be used to meeting the District’s match requirement for eligible State assistance projects. The purpose of these fees is to mitigate the student enrollment impact that would be generated by new development. Fees may be used to fund the construction of new school facilities, the modernization of existing facilities, or the reopening of closed facilities. The regulations also permit an inflation-based increase in developer fees every two years based on changes in the Class B construction index. There are three levels of developer fees that can be assessed:

- **Level 1** fees are established by statute and adjusted by the State Allocation Board and are currently \$4.79 per square foot of residential development and \$0.78 per square foot of commercial and industrial development
- **Level 2** fees constitute up to 50% of the State allowed cost for construction and sites, if the school district meets specified eligibility tests and assumes that the will State pay for the other 50% of cost through the SFP
- **Level 3** fees are the same as Level 2, but include the State's 50% share as well, but only when the State declares it is out of funds for new construction

A Developer Fee justification study must be completed in order to levy Level 1 or Level 2 fees and in the event that the State declares that it is out of new construction state grant funds, the same report may allow the District to levy Level 3 fees. At the Program’s inception in 2013, approximately \$3.4 million in developer fee fund balance was allocated to the Program. Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$10.2 million in additional developer fee revenues as of April 30, 2022, for a grand total of \$13.6 million in collected revenues.

In April 2022, the District adopted a Residential and Commercial/Industrial Development School Fee Justification Study prepared by Cooperative Strategies that established the justification for collecting Level

1 fees. Based on the District’s fee sharing agreement with the Oxnard Union High School District, the District collects 66% of the maximum Level 1 fees, or \$3.16 per square foot for residential development and varied rates per square foot for commercial development as follows:

Table 8: Maximum School Fee per Square Foot for Commercial Development

CID Land Use Category	Maximum School Fee
Retail and Service	\$0.203
Office	\$0.318
Research and Development	\$0.276
Industrial/Warehouse/Manufacturing	\$0.245
Hospitals	\$0.252
Hotel/Motel	\$0.103
Self-Storage	\$0.006

Source: 2022 Residential and Commercial/Industrial Development School Fee Justification Study by Cooperative Strategies

To establish a nexus and a justifiable residential School Fee level, the Study evaluated the number and cost of new facilities required to house students generated from future residential development within the School District. Based on data provided by the Southern California Association of Governments, approximately 7,067 additional residential units could be constructed within the District's boundaries through calendar year 2035. Of these 7,067 future units, 4,452 are expected to be single family detached and 2,615 are expected to be multi-family attached units. By dividing the total amount of anticipated units (7,067) by the buildout period (13 years), it is anticipated that approximately 544 units may be built each year from 2022 through 2035. This average buildout and the corresponding square footage of new residential development is the basis for the anticipated annual developer fees revenues to be realized by the District during this period. Based on the Level 1 fee of \$3.16 per square foot of new residential development and the total square footage of approximately 1 million resulting from the construction of 544 units, the District could expect to receive an estimated \$3.7 million in developer fees annually.

As reported in December 2021, Cooperative Strategies reported to the District that due to the District’s enrollment declines, Level 2 fees are no longer justified, and the District will have to revert to Level 1 fees. For purposes of budgeting for the program, Level 1 fee of \$3.16 has been assumed in projected available developer fee funds for the program.

Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$10.2 million in additional developer fee revenues as of April 30, 2022, for a grand total of \$13.6 million in collected revenues. Based on the projections provided by Cooperative Strategies and the 2022 Residential and Commercial/Industrial Development School Fee Justification Study, it is estimated that the District may collect approximately \$41.1 million in developer fees over the life of the Program using the current Level 1 fee of \$3.16.

The District is required to complete a biennial update to the Level 1 Study in order to continue collecting Level 1 fees for the next two years. Similarly, the District is also required to complete an annual update to the Level 2 Study in order to continue collecting Level 2 fees for the next year.

5.3 GENERAL OBLIGATION BONDS

General obligation (G.O.) bonds are the most widely used and efficient method of financing school facility improvements locally in California. More than 600 school districts in the state have issued G.O. bonds to finance necessary improvements. These bonds are secured by an annual levy on all taxable parcels within the boundaries of a school district. The levy is based on the assessed value of a parcel as determined by the county, pursuant to Proposition (Prop.) 13. Traditionally, G.O. bonds carry far lower interest and issuance costs than other financing options. Buyers of most California school bonds receive an exemption from state and federal taxes on the interest portion of the bonds purchased, allowing for a lower rate of interest to a district to finance improvements over time.

The District has used G.O. bonds previously to fund major school facility improvements and has been very successful in making use of public financing options and garnering community support to improve school facilities, including those as part of the Master Construct Program. The District successfully passed local G.O. bond authorizations in 1997, 2006, 2012, and 2016.

5.3.1 EXISTING G.O. BOND AUTHORIZATIONS & PAST ISSUANCES

The 1997 authorization was approved by voters and authorized the sale of \$57 million in G.O. bonds, pursuant to Proposition 46 which does not set a maximum annual tax rate for the purposes of issuing remaining bond authorization. To date, \$57 million in bonds have been sold, leaving no remaining authorization from the 1997 Election.

The 2006 authorization was approved by voters and authorized the sale of \$64 million in G.O. bonds, pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$64 million in bonds have been sold, leaving no remaining authorization from the 2006 Election.

The 2012 authorization was approved by voters and authorized the sale of \$90 million in G.O. bonds, also pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$90 million in bonds have been sold, leaving no remaining authorization from the 2012 Election.

The 2016 authorization was approved by voters and authorized the sale of \$142.5 million in G.O. bonds, also pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$104.9 million in bonds have been sold, leaving a remaining authorization of \$36.5 million from the 2016 Election. Table 9 summarizes the District's past G.O. bond issuances and provides data for each issuance's sale date, original principal, current outstanding principal, original repayment ratio, and remaining term.

The District's outstanding bonds are secured by an annual levy on all taxable parcels within the boundaries of the District. The levy is based on the assessed value of a parcel as determined by Ventura County, pursuant to Proposition (Prop.) 13 and the corresponding tax rate is typically expressed in an amount per \$100,000 of assessed value. The tax rate for a given fiscal year is calculated to make the required bond interest and principal payments for a given period depending on the County's tax calculation policies. In

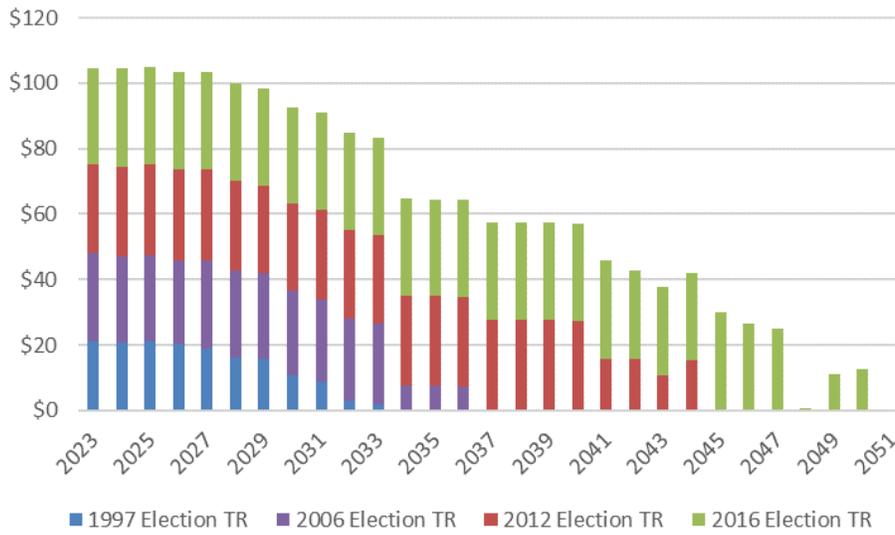
some cases, a county may initially over levy to establish a reserve fund which can be applied over time and enables a county to manage the tax rate required to repay the bonds from year to year. As a result, there can be a variance between the estimated tax rate required to make interest and principal payments and the calculated tax rate levied on property within a district. A variance can also be attributed to the collection of unitary taxes.

In the FY2021-22, Ventura County levied a tax rate of \$98.50 per \$100,000 of assessed value for the district’s combined outstanding bonds. Based on the interest and principal payments scheduled for the repayment of outstanding bonds and an average annual assessed value growth of 4 percent over the remaining term of the bonds, it is estimated that the annual tax rate to repay the bonds will begin to gradually decline over the next two years and continue to decline more rapidly thereafter. Table 10 illustrates the estimated annual tax rate per \$100,000 of assessed value to repay the bonds over the remaining term of the District’s outstanding bonds.

Table 9: Summary of District G.O. Bond Authorizations and Past Issuances

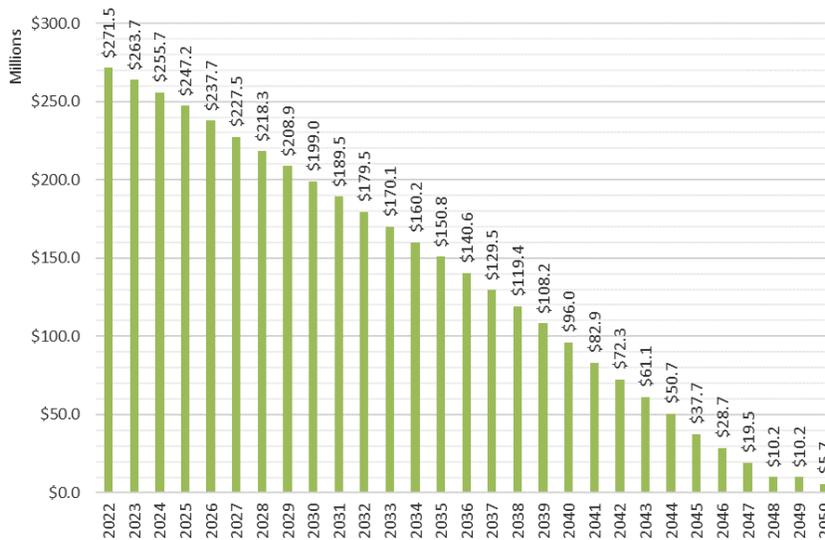
Series	Type	Sale Date	Principal Amount	Principal Outstanding	Repayment Ratio ⁽¹⁾	Years Remaining	Refunded Series
1997 Election (Prop. 46 Election)					Authorization:		\$57,000,000
New Money Issues							
1997A	Tax-Exempt GO Bond	8/5/1997	\$5,000,000	\$0	2.03	0	
1999B	Tax-Exempt GO Bond	6/30/1999	\$13,000,000	\$0	2.02	0	
2000C	Tax-Exempt GO Bond	7/11/2000	\$4,000,000	\$0	2.07	0	
2001D	Tax-Exempt GO Bond	2/20/2001	\$7,800,000	\$0	1.93	0	
2001E	Tax-Exempt GO Bond	7/24/2001	\$15,000,000	\$0	1.95	0	
2002F	Tax-Exempt GO Bond	8/6/2002	\$5,000,000	\$0	1.91	0	
2004G	Tax-Exempt GO Bond	6/30/2004	\$7,200,000	\$0	1.90	0	
Total			\$57,000,000				
Refunding Issues							
2001	Tax-Exempt GO Bond	8/15/2001	\$20,920,000	\$975,000	1.96	0	97A, 99B, 2000C
2010	Tax-Exempt GO Bond	3/3/2011	\$10,750,000	\$0	1.35	0	01D, 01E, 02F, 04G
2011	Tax-Exempt GO Bond	7/1/2011	\$7,275,000	\$30,000	1.46	0	01D, 01E, 02F, 04G
2012	Tax-Exempt GO Bond	6/21/2012	\$12,240,000	\$1,080,000	1.62	2	01D, 01E, 02F, 04G
2019	Taxable GO Bond	10/31/2019	\$13,765,000	\$13,605,000	1.18	10	01Ref, 11Ref
2020	Taxable GO Bond	9/3/2020	\$13,645,000	\$13,325,000	1.12	11	10Ref, 11Ref, 12Ref
Total			\$29,015,000		1.20	11	
1997 Election 2020-22 Tax Rate: \$0.00					Remaining Authorization:		\$0
2006 Election (Prop. 39 Election)					Authorization:		\$64,000,000
New Money Issues							
2007A	Tax-Exempt GO Bond	2/8/2007	\$32,000,000	\$0	1.83	0	
2008B	Tax-Exempt GO Bond	7/11/2008	\$31,997,467	\$7,077,467	1.98	11	
Total			\$63,997,467				
Refunding Issues							
2014	Tax-Exempt GO Bond	6/4/2014	\$11,835,000	\$5,425,000	1.36	4	2007A
2015	Tax-Exempt GO Bond	4/8/2015	\$14,305,000	\$8,025,000	1.72	14	2007A
2016	Tax-Exempt GO Bond	8/31/2016	\$16,360,000	\$11,100,000	1.23	4	2008B
2020	Taxable GO Bond	9/3/2020	\$9,110,000	\$8,890,000	1.18	11	14Ref, 15Ref
Total			\$40,517,467		1.46	14	
2006 Election 2021-22 Tax Rate: \$19.70					Remaining Authorization:		\$0
2012 Election (Prop. 39 Election)					Authorization:		\$90,000,000
New Money Issues							
2012A	Tax-Exempt GO Bond	12/27/2012	\$18,390,000	\$10,580,000	1.79	21	
2013B	Tax-Exempt GO Bond	5/30/2013	\$25,500,000	\$1,170,000	1.99	6	
2014C	Tax-Exempt GO Bond	10/21/2014	\$15,750,000	\$2,025,000	2.07	16	
2015D	Tax-Exempt GO Bond	7/22/2015	\$30,360,000	\$4,020,000	1.89	6	
Total			\$90,000,000				
Refunding Issues							
2019	Taxable	10/31/2019	\$13,057,988	\$12,355,000	1.48	21	2012A, 2013B
2020	Taxable GO Bond	9/3/2020	\$68,020,000	\$66,855,000	1.38	22	2013B, 2014C, 2015D
Total			\$97,005,000		1.48	22	
2012 Election 2021-22 Tax Rate: \$47.10					Remaining Authorization:		\$0
2016 Election (Prop. 39 Election)					Authorization:		\$142,500,000
New Money Issues							
2017A	Tax-Exempt GO Bond	3/15/2017	\$81,000,000	\$81,000,000	2.13	24	
2018B	Tax-Exempt GO Bond	3/14/2018	\$13,996,626	\$12,931,626	2.16	25	
2020C	Tax-Exempt GO Bond	11/24/2020	\$10,995,135	\$10,995,135	1.99	28	
Total			\$105,991,760	\$104,926,760	2.12	28	
2016 Election 2021-22 Tax Rate: \$31.70					Remaining Authorization:		\$36,508,240
All Elections Total			\$316,989,228	\$271,464,228	1.69	28	
Aggregate 2021-22 Tax Rate: \$98.50							

Table 10: Estimated District G.O. Bond Tax Rates Per \$100,000 of Assessed Value



The District’s currently outstanding bonds, and subsequent refunding of these bonds, account for approximately \$271.5 million in outstanding principal. All outstanding bonds are scheduled to be repaid by fiscal year FY2049-50, with total annual payments ranging between \$9.7 million and \$19.9 million for the next 28 years. Total principal to be repaid year-to-year range from \$5.9 million to \$13.4 million, while interest payments range from \$464,500 to \$11.0 million. Figure 4 indicates that the District had approximately \$271.5 million in total outstanding G.O. bonded indebtedness in FY2021-202 and declining thereafter. Absent any additional debt issuance, all current outstanding principal is scheduled to be retired by the end of FY2049-50.

Figure 4: Remaining G.O. Bond Principal Outstanding Over Time



5.3.2 DISTRICT HISTORICAL ASSESSED VALUE & BONDING CAPACITY

The District’s assessed valuation serves as the source from which tax revenues are derived for purpose of repaying bond debt service. As assessed value grows, so too does the District’s ability to repay a greater amount of bond debt service and therefore its ability to issue additional bonds. Table 11 presents a history of the District’s assessed valuation. Historically, assessed value has increased with some minimal periods of decline. During the early to late 2000s, the District experienced assessed value growth ranging from approximately 9 to 14 percent annually. This coincided with a period of strong economic performance statewide. Conversely, as the economy contracted during the Great Recession, the District’s assessed valuation experienced periods of contraction in FY2010 through FY2012. Overall, assessed valuation growth averaged 5.2 percent annually over the last 20 years. Most recently, over the last 5-year period, the annual assessed valuation growth rate has averaged 4.4 percent. While annual assessed valuation growth has slowed compared to the mid-2000s, it may indicate a more sustainable pace of economic expansion within the District.

Table 11: Historic District Total Assessed Valuation

FYE	Assessed Valuations	
	Total	% Change
2002	\$5,456,598,521	10.65%
2003	\$5,963,113,197	9.28%
2004	\$6,635,172,071	11.27%
2005	\$7,583,558,704	14.29%
2006	\$8,657,971,155	14.17%
2007	\$9,931,635,061	14.71%
2008	\$10,883,340,116	9.58%
2009	\$10,923,360,081	0.37%
2010	\$10,256,972,528	-6.10%
2011	\$10,222,956,307	-0.33%
2012	\$10,128,841,659	-0.92%
2013	\$10,224,776,805	0.95%
2014	\$10,523,302,599	2.92%
2015	\$11,258,539,314	6.99%
2016	\$11,811,053,863	4.91%
2017	\$12,231,081,218	3.56%
2018	\$12,813,934,964	4.77%
2019	\$13,410,386,931	4.65%
2020	\$14,062,908,693	4.87%
2021	\$14,639,854,133	4.10%
2022	\$15,163,509,508	3.58%
5-Year Average		4.39%
10-Year Average		4.12%
20-Year Average		5.24%

Education Code 15102 limits the amount of outstanding principal bonded indebtedness a school district may have outstanding when considering the sale of additional G.O. bonds. For an elementary school district, bonded indebtedness cannot exceed 1.25 percent of the District’s total assessed valuation at the

time bonds are to be sold. The bond limit may be exceeded by obtaining a waiver from the State. In 2017, the State approved the District’s request for a Debt Limit Waiver, enabling the District to issue bonds up to 2.12 percent of the District’s total assessed valuation. As calculated in Table 12, using the District’s current total assessed value and effective debt limit, the District has a gross bonding capacity of approximately \$321.5 million. Table 12 indicates that the District had approximately \$271 million in total outstanding G.O. bonded indebtedness as of 2021-22, resulting in a current net bonding capacity of approximately \$50.0 million. Overall, the District is currently utilizing 143.22 percent of its statutory bonding capacity.

Table 12: District’s Bonding Capacity

Fiscal Year 2021-22	
ASSESSED VALUATION	
Secured Assessed Valuation	\$14,373,874,767
Unsecured Assessed Valuation	\$789,634,741
DEBT LIMITATION	
Total Assessed Valuation	\$15,163,509,508
Applicable Bond Debt Limit with Waiver*	2.12%
Bonding Capacity	\$321,466,402
Outstanding Bonded Indebtedness	\$271,464,228
NET BONDING CAPACITY	\$50,002,174
% of Capacity Current Used	84.45%
* 2017 Waiver	
HARDSHIP ANALYSIS	
Hardship Requirement	60.00%
Statutory Bonding Capacity (1.25% AV)	\$189,543,869
Outstanding Bonded Indebtedness	\$271,464,228
% of Statutory Bonding Capacity Utilized	143.22%

Additional bonding capacity requires an increase in the assessed valuation of the District over time and/or the repayment outstanding principal. The District may also elect to pursue authorization from the State Board of Education for a waiver to increase its bonding capacity as it has successfully obtained in the past.

5.3.4 ADDITIONAL G.O. BOND SALES

The availability of future bond funds is dependent on the District’s assessed valuation growth to accommodate the Prop. 39 tax rate allowance of \$30 per \$100,000 of assessed value for elementary school districts in California. Based on Prop. 39, under which Measure “D” was held, the District is legally permitted to sell bonds up to the amount authorized by voters, so long as the bonds may be reasonably supported by a maximum tax rate per year of \$30 per every \$100,000 of assessed property value. The tax

rate to repay the outstanding Measure D bonds commenced in fiscal year 2018-19; for the current fiscal year 2021-22, the County is levying a rate of \$31.70 per \$100,000 of assessed property value.

Figure 5 presents the amount of bonds issued to date and the amount that may be issued in the future assuming certain conditions. First, it is assumed that assessed value will continue to grow at approximately 90 percent of its last five-year average rate, or 4 percent per year. It also assumes that the repayment of any new bonds to be sold will not exceed the \$30 per \$100,000 assessed valuation tax rate. Figure 5 illustrates the estimated timing and size of remaining bond issuances in support of the Master Construct Program. In total \$36.5 million in authorization remains from Measure “D” which may be issued as indicated over two bond sales.

Figure 5: Estimated Timing and Sizing of Future Measure “D” Bond Issuances



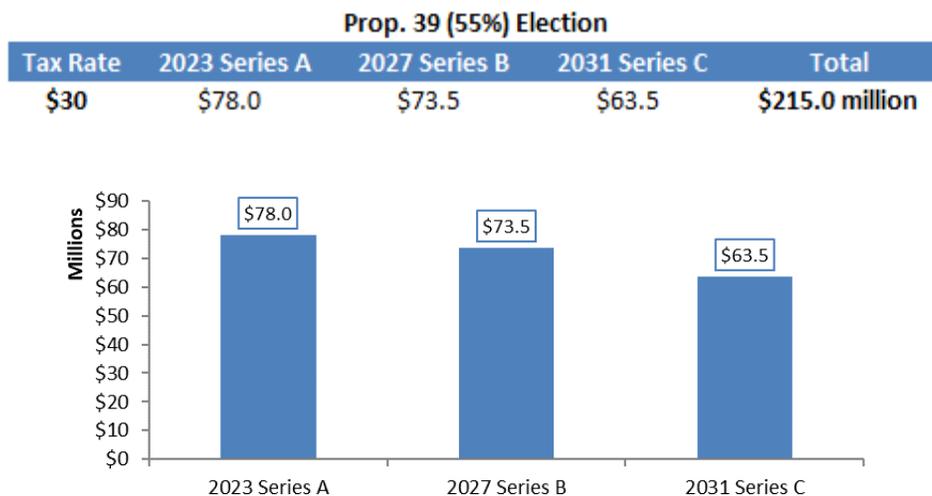
The availability of additional funds issued in 2020 Series C is credited to the District’s recent growth in assessed valuation and current interest rates for similarly rated California school districts. To access the bond proceeds and to conform to the Program’s constraints such as the \$30 tax rate, the District has utilized Capital Appreciation Bonds (CABs). CABs are bonds that may defer principal and interest repayments in order to better accommodate debt service repayment requirements and available tax revenues. As such, they tend to require a higher rate of interest for repayment. This may increase the overall cost of borrowing; however, the overall program has benefited from lower than expected interest rates and it is estimated based on current market conditions that the total repayment ratio for all Measure “D” bonds will be lower than the overall repayment ratio estimated to voters at the time of the election. It is estimated that the balance of the Measure “D” authorization will be issued over two future tranches currently scheduled for 2024 and 2028, subject to Board review and approval. The estimated amounts of \$11.9 million for the 2024 Series D issuance and \$24.6 million for the 2028 Series E issuance assume 4 percent average annual District assessed value growth moving forward. In addition, the average interest rate is assumed to be 3.5 percent, which is higher than the most recent 2020 Series C issuance. Bond terms are assumed to be 25 years and will likely utilize CABs. Actual bond proceeds from future issuances may differ from the estimates provided here and will depend on both District needs and market conditions at the time of sale. This analysis includes assessed values for 2021-22 as published by the County.

5.3.5 ADDITIONAL G.O. BOND AUTHORITY

Proposition 39 authorizes school districts to issue new bonds upon a 55 percent affirmative vote by the local electorate in a regularly scheduled election. For an elementary school district, the maximum tax rate to be levied at the time bonds are sold must not exceed \$30 per \$100,000 of assessed value. In addition, districts must agree to be subject to certain conditions, including the establishment of a project list, an independent citizens’ oversight committee, and annual performance and financial audits. The District has a history of conducting Proposition 39 elections and issuing bonds consistent with these requirements.

If desired, a new general obligation bond may be structured to meet the above requirements and mitigate the delay or future lack of State aid funding of proposed projects. Assuming that the District’s assessed valuation continues to grow at an annual average of 4.0 percent and that the District implements the maximum tax rate of \$30 per \$100,000 of assessed value allowed by Proposition 39 over a 30-year term for each bond sale, the District could generate approximately \$215 million in bond proceeds over a projected 8-year period based on current market conditions. The size and timing of bond series depend on the needs of the overall program and are structured to allow projected assessed valuation growth between bond issuances so that required tax rates for bond repayments stay within the estimated Proposition 39 rate of \$30 per \$100,000 of assessed valuation. The issuance of additional bonds may require authorization from the State Board of Education for a waiver to increase its bonding capacity which the District has been successfully garnered in the past.

Figure 6: Estimated 2022 Election Bond Proceeds



5.4 PROGRAM EXPENDITURES TO DATE

A budget and expenditure tracking protocol has been established and utilized for projects currently being implemented. As of the December 2021 Semi-Annual Report, the total budget was approximately \$257 million for projects under current implementation, inclusive of the program reserve. Any changes to sources, uses, and schedules included in this report have considered actual District expenditures for the respective projects and are tracked against established project budgets. As needed, the program reserves and estimated ending fund balance will be utilized to accommodate unforeseen but required budget adjustments.

Table 13 provides a summary report of expenditures made for the Program during the period July 1, 2012 – April 30, 2022 totaling approximately \$215.8 million. Expenditures made after this period will be accounted for in the next Semi-Annual update. The District’s financial system accounts for expenditures by Fiscal Year (July 1 – June 30) and are used in reporting these expenditures. The report is organized by Fiscal Year and includes expenditures across various construction funds. It should be noted that expenditure reporting is based on the budget approved as part of the December 2021 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this June 2022 report, subsequent expenditure reports will reflect the revised budget value.

The District has accounted for districtwide expenses, including the program manager fee in object codes 5800 and 6205 and has not allocated these expenses to specific projects. For the purposes of Table 13, CFW has allocated such districtwide program manager fee expenses by taking the actual expenditures for a given fiscal year and then allocating the actuals by the percentage of fees earned for that period for a given project pursuant to the latest agreed upon fee calculation. Pursuant to the contract, the total program management fee does not exceed 4.75% of the projects managed.

From July 1, 2012 through April 30, 2022, the District disclosed expenditures of approximately \$34.5 million for additional facilities improvements not identified in the Master Construct Program. Of the total, \$13.7 million were expended for eligible projects prior to the adoption of the January 2013 Implementation Plan beginning with \$3.7 million of Developer Fee Fund balances, plus additional expenditures thereafter which were planned for State aid reimbursement. Given the deferral of State reimbursements, these expenditures are now being subsumed into the Master Construct Program until such time that State aid reimbursement becomes available. Eligible improvements included, but are not limited to, replacement or addition of relocatable facilities, improvements and DSA closeout of prior projects, District energy efficiency improvements, and other facility improvements. The remaining \$20.8 million in expenditures outside of the Program were funded by the District’s prior Measure M bond program. Expenditure reports related to the current bond programs are made available for review by the Citizens’ Oversight Committees and expenditures are audited annually for the Board’s review.

Table 13: Estimated Expenditures to Date for Projects Under Implementation

Project	Adopted Budget	Fiscal Year Expenditures											Total			
		2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22 ¹					
Acquire Site New Elem K-5	\$7,767,119	\$7,669,851	\$34,158	\$0	\$46,736	\$16,375	\$575	(\$575)	\$0	\$0	\$0	\$0	\$0	\$0	\$7,767,119	
Doris/Patterson Acquire Land	\$9,199,275	\$0	\$0	\$0	\$75,044	\$205,921	\$8,906,123	\$12,186	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,199,275
Doris/Patterson LAFCD Planning	\$800,572	\$0	\$14,625	\$37,345	\$29,551	\$143,778	\$254,516	\$14,492	\$7,518	\$2,730	\$2,802	\$0	\$0	\$0	\$0	\$800,572
Design & Reconstruct Harrington Elem K-5	\$23,776,013	\$145,778	\$1,493,468	\$12,213,321	\$9,696,534	\$224,482	\$2,431	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$23,776,013
Design & Reconstruct Lemonwood Elem K-8	\$41,981,218	\$143,601	\$853,523	\$1,448,320	\$1,743,844	\$15,507,309	\$14,838,960	\$6,968,618	\$388,855	\$82,327	\$15,359	\$0	\$0	\$0	\$0	\$41,981,218
Design & Reconstruct Elm Elem K-5	\$32,878,847	\$0	\$371,370	\$1,190,499	\$339,884	\$3,322,667	\$13,223,004	\$13,246,832	\$1,164,669	\$19,923	\$0	\$0	\$0	\$0	\$0	\$32,878,847
Design & Reconstruct Seabridge K-5	\$3,019,331	\$0	\$0	\$0	\$0	\$149,354	\$1,758,821	\$432,230	\$377,275	\$301,651	\$0	\$0	\$0	\$0	\$0	\$3,019,331
Design & Reconstruct McKinna K-5	\$36,558,911	\$0	\$0	\$0	\$0	\$665,360	\$1,890,610	\$16,647,525	\$14,958,735	\$1,928,504	\$101,171	\$0	\$0	\$0	\$0	\$36,558,911
Design & Reconstruct Rose Avenue K-5	\$51,071,913	\$0	\$0	\$0	\$0	\$56,208	\$1,101,475	\$907,133	(\$1,288)	\$339,496	\$8,434,210	\$0	\$0	\$0	\$0	\$51,071,913
Design & Reconstruct Marina West K-5	\$492,786	\$0	\$0	\$0	\$421,184	\$0	\$0	\$71,602	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$492,786
Design & Construct Doris/Patterson K-5	\$278,057	\$0	\$0	\$0	\$0	\$0	\$0	\$278,057	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$278,057
Design & Improve K-5 Kindergarten Facilities																
Ritchien	\$552,588	\$14,815	\$70,444	\$350,437	\$116,773	\$119	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$552,588
Brekke	\$275,097	\$11,699	\$57,322	\$199,450	\$6,513	\$112	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$275,097
McAuliffe	\$321,487	\$11,331	\$86,709	\$214,442	\$8,898	\$107	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$321,487
Driffill	\$351,773	\$51,334	\$56,711	\$242,911	\$0	\$817	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$351,773
Total K-5 Kindergarten Facilities	\$1,500,945	\$89,180	\$271,185	\$1,007,240	\$132,184	\$1,155	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,945
Design & Construct Science Labs/Academies																
Chavez	\$649,121	\$17,481	\$168,665	\$443,521	\$19,273	\$182	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$649,121
Current	\$598,603	\$16,815	\$118,588	\$445,540	\$17,485	\$176	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$598,603
Kamala	\$619,816	\$17,230	\$155,224	\$428,876	\$18,299	\$186	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$619,816
Dr. Lopez Academy of Arts & Sciences	\$1,079,278	\$63,562	\$300,654	\$664,564	\$23,810	\$25,687	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,079,278
Fremont	\$1,901,281	\$85,016	\$510,634	\$1,209,204	\$12,709	\$83,718	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,901,281
Total Science Labs/Academies	\$4,848,099	\$200,104	\$1,253,766	\$3,191,705	\$91,576	\$109,948	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,848,099
Project 1 Remaining Adjustment	\$0															
Kindergarten Flex Classrooms																
Brekke	\$1,909,465	\$0	\$0	\$0	\$0	\$0	\$920,944	\$988,521	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,909,465
McAuliffe	\$2,472,793	\$0	\$0	\$0	\$0	\$0	\$752,619	\$1,706,119	\$14,054	\$0	\$0	\$0	\$0	\$0	\$0	\$2,472,793
Ramona	\$2,192,490	\$0	\$0	\$0	\$0	\$0	\$149,233	\$1,898,328	\$144,929	\$0	\$0	\$0	\$0	\$0	\$0	\$2,192,490
Ritchien	\$2,597,633	\$0	\$0	\$0	\$0	\$0	\$720,196	\$1,699,266	\$178,170	\$0	\$0	\$0	\$0	\$0	\$0	\$2,597,633
Total Kindergarten Flex Classrooms	\$9,172,380	\$0	\$0	\$0	\$0	\$0	\$2,542,992	\$6,292,234	\$337,154	\$0	\$0	\$0	\$0	\$0	\$0	\$9,172,380
Kindergarten Annex Improvements																
Harrington	\$3,215,039	\$0	\$0	\$28,210	\$111,846	\$62,878	\$1,827,579	\$1,177,574	\$6,952	\$0	\$0	\$0	\$0	\$0	\$0	\$3,215,039
Lemonwood	\$3,655,246	\$0	\$0	\$22,554	\$31,791	\$34,636	\$28,156	\$167,567	\$3,123,055	\$126,417	\$37,424	\$0	\$0	\$0	\$0	\$3,655,246
Total Kindergarten Annex Improvements	\$6,870,285	\$0	\$0	\$50,764	\$143,637	\$97,514	\$1,855,735	\$1,345,141	\$3,130,007	\$126,417	\$37,424	\$0	\$0	\$0	\$0	\$6,870,285
Marshall K-8 12 Classroom Addition	\$13,019,406	\$13,019,406	\$0	\$82,332	\$556,774	\$175,245	\$4,059,139	\$5,350,111	\$2,771,500	\$24,306	\$0	\$0	\$0	\$0	\$0	\$13,019,406
Planning related to MPRs for P/P K-8 Schools	\$166,253	\$0	\$0	\$0	\$204,698	(\$36,006)	(\$2,439)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$166,253
Driffill MPR	\$78,099	\$0	\$0	\$0	\$0	\$0	\$78,099	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$78,099
Technology Phase 1	\$12,184,723	\$1,293,151	\$7,531,055	\$2,170,169	\$269,612	\$920,735	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,184,723
Technology Phase 2	\$49,775	\$0	\$0	\$0	\$0	\$63,465	\$187,239	\$16,213	(\$127,279)	\$0	\$0	\$0	\$0	\$0	\$0	\$49,775
Driffill Construct Kindergarten Classrooms	\$450,394	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$450,394
McAuliffe 21st Century Modernization	\$445,760	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$230,585	\$208,558	\$9,492	\$0	\$0	\$0	\$0	\$445,760
Ritchien 21st Century Modernization	\$150,474	\$150,000	\$474	\$0	\$0	\$0	\$0	\$0	\$232,088	\$202,543	\$9,398	\$0	\$0	\$0	\$0	\$150,474
Program Reserve	\$243,997	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$243,997
TOTAL	\$257,004,633	\$9,691,666	\$11,823,625	\$21,391,694	\$13,751,259	\$21,623,508	\$50,620,180	\$51,659,899	\$23,458,818	\$3,146,592	\$8,609,855	\$215,777,096	\$215,777,096	\$215,777,096	\$215,777,096	\$257,004,633

Notes:
 1. Fiscal Year 2021-22 expenditures are as of April 30, 2022
 2. Budgets have been adjusted per the December 2021 Master Construct and Implementation Program approved by Board
 3. Figures presented above are unaudited
 4. Approximately \$7.7 million in reported FY2017-18 expenditures for the Doris/Patterson Acquire Land was paid out of COP funds

MASTER BUDGET & SCHEDULE

The Master Construct and Implementation Program provides a consolidated Master Budget and schedule which merges and integrates proposed projects dependent on the funds from the Measure “R” and Measure “D” bond programs and other local sources including developer fees, Mello Roos funds, pending State aid reimbursements and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

The Master Construct Program is proposed to be implemented in four improvement phases which commenced in 2013 and are anticipated to be complete in 2029. The total adopted budget for all phases is approximately \$346.8 million, inclusive of a Program Reserve to accommodate changes in program as mandated from time to time by the State and as may be needed to accommodate local program requirements. Each project is unique in its scope, schedule, and amount of funding. All projects must be addressed with the amount of available funding. The budget represents an “all-in” master program budget that combines hard construction costs (e.g. bricks, mortar, steel, etc.) with anticipated soft costs (e.g., design fees, contractor’s fees, consulting services, testing and inspection services, agency approval fees, etc.) resulting in the total “all-in” cost estimated to fully implement the Program.

The following components update the Board on the status of the previously adopted Master Budget, schedule and timeline as of the December 2021 six-month review and provide recommended adjustments for the next six-month period. The combined total expenditures have slightly increased to \$347 million, inclusive of a \$4 million Program Reserve. The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of April 30, 2022. As the District continues to close out final expenditures for these projects, additional unpaid invoices may be received and processed by the District resulting in minor additional expenditures as needed.

As reported in December 2021, the construction of the new Doris/Patterson 6-8 school and additional K-8 MPR facilities have been deferred pending the approval of additional future funding. The construction of Seabridge elementary school is proposed to be moved to Phase 4 and remaining improvements planned for Brekke, Ramona, Fremont, and Dr. Lopez Academy are proposed to be moved from Phase 4 to Phase 3. The design and construction for the Doris/Patterson K-5 school continues to be planned for Phase 4. A slight overall increase in funding sources is anticipated primarily due to increases in estimated State aid revenues offset by decreased developer fees.

6.1 ADOPTED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 14 presents the adopted Master Construct Program budget as of December 2021 and identifies available sources of funding and anticipated expenditures. The total adopted budget for all proposed four phases is approximately \$346.8 million and is funded from a combination of local and State resources. A Program Reserve is included to accommodate changes in program as mandated from time to time and as may be needed to accommodate local program specifications and requirements.

Table 14: Adopted Master Construct & Implementation Program Budget

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,055,496	\$ 18,055,496	\$ -	\$ -	\$ -
Series B	\$ 25,266,398	\$ 25,266,398	\$ -	\$ -	\$ -
Series C	\$ 15,578,000	\$ 15,578,000	\$ -	\$ -	\$ -
Series D	\$ 30,160,000	\$ 30,160,000	\$ -	\$ -	\$ -
Total Measure "R" Bonds	\$ 89,059,894				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 13,693,719	\$ -	\$ 13,693,719	\$ -	\$ -
Series C	\$ 10,815,135	\$ -	\$ 10,815,135	\$ -	\$ -
Series D	\$ 12,800,000	\$ -	\$ -	\$ 12,800,000	\$ -
Series E	\$ 23,800,000	\$ -	\$ -	\$ -	\$ 23,800,000
Total Master Construct Bonds	\$ 141,833,853				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
Total COP Proceeds	\$ 7,606,764				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements*	\$ 35,771,755	\$ -	\$ 25,496,517	\$ 9,311,496	\$ 963,742
Est. Developer Fees	\$ 41,773,870	\$ 7,454,555	\$ 4,424,484	\$ 13,239,431	\$ 16,655,400
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Driffill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 9,056,610	\$ 1,594,953	\$ 3,856,391	\$ 676,013	\$ 2,929,254
Est. Total Sources	\$ 346,775,259	\$ 127,388,677	\$ 139,011,245	\$ 36,026,941	\$ 44,348,396
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,767,119	\$ 7,767,119	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 9,999,847	\$ 800,572	\$ 9,199,275	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 492,786	\$ -	\$ 29,063,377
Construct Doris/Patterson 6-8	\$ 278,057	\$ -	\$ 278,057	\$ -	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 3,019,331	\$ 25,549,101	\$ -
Reconstruct Harrington Elementary	\$ 23,776,013	\$ 23,776,013	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 32,878,847	\$ 32,878,847	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 41,981,218	\$ 41,981,218	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,558,911	\$ -	\$ 36,558,911	\$ -	\$ -
Reconstruct Marina West K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Reconstruct Rose Avenue K-5	\$ 51,071,913	\$ -	\$ 51,071,913	\$ -	\$ -
Reconstruct Sierra Linda K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Marshall K-8 (CR)	\$ 13,019,406	\$ 13,019,406	\$ -	\$ -	\$ -
Driffill K-8 (K/MPR)	\$ 429,872	\$ 351,773	\$ 78,099	\$ -	\$ -
Chavez K-8 (SL/MPR)	\$ 649,121	\$ 649,121	\$ -	\$ -	\$ -
Curren K-8 (SL/MPR)	\$ 598,603	\$ 598,603	\$ -	\$ -	\$ -
Kamala K-8 (SL/MPR)	\$ 619,816	\$ 619,816	\$ -	\$ -	\$ -
McAuliffe ES (K/Modular/Modernization*)	\$ 7,746,520	\$ 321,487	\$ 2,923,187	\$ 4,501,846	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 3,341,492	\$ 275,097	\$ 1,909,465	\$ -	\$ 1,156,930
Ritchen ES (K/Modular/Modernization*)	\$ 7,509,474	\$ 552,588	\$ 3,043,393	\$ 3,913,493	\$ -
Ramona ES (Modular/MPR/Support)	\$ 4,240,115	\$ -	\$ 2,192,490	\$ -	\$ 2,047,625
Project 1 Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,458,717	\$ 1,901,281	\$ -	\$ -	\$ 5,557,436
Dr. Lopez Academy of Arts & Sciences (SL/Gym)	\$ 2,579,278	\$ 1,079,278	\$ -	\$ -	\$ 1,500,000
Planning for K-8 MPRs	\$ 166,253	\$ 166,253	\$ -	\$ -	\$ -
Harrington Kindergarten Annex	\$ 3,215,039	\$ 3,215,039	\$ -	\$ -	\$ -
Lemonwood Kindergarten Annex	\$ 3,655,246	\$ -	\$ 3,655,246	\$ -	\$ -
Technology	\$ 12,234,498	\$ 12,184,723	\$ 49,775	\$ -	\$ -
Subtotal	\$ 329,899,971	\$ 142,138,235	\$ 114,471,927	\$ 33,964,441	\$ 39,325,368
Brekke ES COP Lease Payments	\$ 3,831,453	\$ -	\$ 3,831,453	\$ -	\$ -
Land Acquisition COP Lease Payments	\$ 4,863,500	\$ -	\$ 480,000	\$ 2,062,500	\$ 2,321,000
Additional Program Expenditures	\$ 4,519,836	\$ -	\$ 4,519,836	\$ -	\$ -
Portables Lease Payments	\$ 564,000	\$ -	\$ 564,000	\$ -	\$ -
Subtotal	\$ 13,778,789	\$ -	\$ 9,395,289	\$ 2,062,500	\$ 2,321,000
Program Reserve	\$ 3,096,499	\$ (14,749,558)	\$ 394,471	\$ -	\$ 2,702,028
Est. Total Uses	\$ 346,775,259	\$ 142,138,235	\$ 124,261,687	\$ 36,026,941	\$ 44,348,396
Est. Ending Fund Balance	\$ -				
Total Combined Master Budget	\$ 346,775,259				

*Assumes State Aid Financial Hardship funding for Ritchen and McAuliffe modernization projects

Phase 1 spanned the period from FY2013-2017. Phase 1 progress included:

- Completion of improvements to kindergarten facilities at Ritche, Brekke, and McAuliffe schools, and construction of science labs at Chavez, Curren, Kamala, Dr. Lopez Academy, and Fremont schools to accommodate the educational reconfiguration plan
- Purchase of the Seabridge New Elementary School site
- Occupancy of the newly constructed Harrington, Elm, and Lemonwood elementary school sites to replace the prior obsolete facilities
- Completion of a kindergarten annex at Harrington Elementary and new grade 6-8 classroom building at Marshall
- Completion of the environmental review and ongoing LAFCo efforts of a joint second elementary school site and an additional middle school site
- Deployment of state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school district wide

Phase 2 commenced in January 2017 and extends through the fiscal year ending in 2020. Phase 2 launched Measure “D” projects with the following progress and activities:

- Completion and occupancy of the newly reconstructed McKinna Elementary
- Commencement of construction for the reconstruction of Rose Avenue Elementary
- Design approval from DSA and CDE for the new Seabridge K- 5 elementary school
- Completion of new kindergarten/flex classrooms at Brekke, McAuliffe, Ritche, and Ramona elementary schools
- Acquisition of a new Doris/Patterson K-5 and 6-8 school site
- Completion of a kindergarten annex at Lemonwood
- Design approval from DSA and CDE for modernization improvements at McAuliffe and Ritche elementary schools

The Program also incorporates the payoff of the Brekke Certificates of Participation (COP) and ongoing COP lease payments associated with the acquisition of the new elementary and middle school sites.

Phase 3 completes the construction of Seabridge elementary and includes the construction activities associated with the planned modernization improvements at McAuliffe and Ritche elementary schools, Phase 3 also accounts for continued lease payments related to the District’s outstanding Doris/Patterson COP.

Phase 4 includes the design and construction for the Doris Patterson K-5 facilities and MPR/support facility improvements at Brekke, Ramona, Fremont, and Dr. Lopez Academy. COP payments are scheduled to continue in Phase 4. The District’s lease payments for its COPs related to the Doris/Patterson land acquisition will be eligible for refunding on August 1, 2026 at which time the District may elect to prepay or refund the outstanding COPs to either decrease or eliminate future payments, assuming funds are available. The design and construction of the new Doris/Patterson 6-8 school and additional K-8 MPR facilities have been deferred pending the approval of additional future funding.

6.2 REVISED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM BUDGET

Table 15 below presents the proposed Revised Master Construct and Implementation Program Budget for Board consideration as part of the current six-month update report. Total sources of funding are anticipated to slightly increase to approximately \$347 million primarily due to an anticipated increases in State aid revenues offset by decreased developer fees.

Total State aid revenues have increased by approximately \$1 million. Total developer fee revenues decreased by approximately \$700,000. Total interest earnings for the Program are anticipated to remain at \$9.1 million based on the anticipated level of funds available. The combined total expenditures have decreased to \$342.9 million. The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of April 30, 2022. As the District continues to close out final expenditures for these projects, additional unpaid invoices may be received and processed by the District resulting in minor additional expenditures as needed.

As reported in December 2021, the construction of the new Doris/Patterson 6-8 school and additional K-8 MPR facilities have been deferred pending the approval of additional future funding. The construction of Seabridge elementary school is proposed to be moved to Phase 4 and remaining improvements planned for Brekke, Ramona, Fremont, and Dr. Lopez Academy are proposed to be moved from Phase 4 to Phase 3. The design and construction for the Doris/Patterson K-5 school continues to be planned for Phase 4. The total Program Reserve is estimated to increase from \$3.1 million to \$4 million.

As per the Adopted Budget, the Proposed Master Budget continues to account for \$8.7 million in scheduled lease payments for the District's two outstanding COPs during the term of the Program; \$3.8 million for COPs issued to complete Norman Brekke Elementary in the late 1990s and \$4.8 million for COPs issued to purchase the District's Doris/Patterson school site. An additional \$564,000 continues to be provided to the budget in Phase 2 to accommodate some of the District's existing portable leases. Lastly, approximately \$4.5 million in additional program expenditures are accounted for in the Master Budget for District expenditures beyond the scope of the Master Construct Program.

Table 15: Revised Master Construct & Implementation Program Budget

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,055,496	\$ 18,055,496	\$ -	\$ -	\$ -
Series B	\$ 25,266,398	\$ 25,266,398	\$ -	\$ -	\$ -
Series C	\$ 15,578,000	\$ 15,578,000	\$ -	\$ -	\$ -
Series D	\$ 30,160,000	\$ 30,160,000	\$ -	\$ -	\$ -
Total Measure "R" Bonds	\$ 89,059,894				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 13,693,719	\$ -	\$ 13,693,719	\$ -	\$ -
Series C	\$ 10,815,135	\$ -	\$ 10,815,135	\$ -	\$ -
Series D	\$ 11,900,000	\$ -	\$ -	\$ 11,900,000	\$ -
Series E	\$ 24,600,000	\$ -	\$ -	\$ -	\$ 24,600,000
Total Master Construct Bonds	\$ 141,733,853				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
Total COP Proceeds	\$ 7,606,764				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements*	\$ 36,767,241	\$ -	\$ 25,340,295	\$ 10,463,203	\$ 963,742
Est. Developer Fees	\$ 41,072,159	\$ 7,454,555	\$ 4,424,484	\$ 777,892	\$ 28,415,228
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Drifill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 9,087,018	\$ 1,594,953	\$ 3,856,391	\$ 681,167	\$ 2,954,508
Est. Total Sources	\$ 346,999,440	\$ 127,388,677	\$ 138,855,023	\$ 23,822,261	\$ 56,933,479
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,767,119	\$ 7,767,119	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 9,756,633	\$ 557,358	\$ 9,199,275	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 492,786	\$ -	\$ 29,063,377
Construct Doris/Patterson 6-8	\$ 278,057	\$ -	\$ 278,057	\$ -	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 3,019,331	\$ -	\$ 25,549,101
Reconstruct Harrington Elementary	\$ 23,776,013	\$ 23,776,013	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 32,878,847	\$ 32,878,847	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 41,990,714	\$ 41,990,714	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,191,904	\$ -	\$ 36,191,904	\$ -	\$ -
Reconstruct Marina West K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Reconstruct Rose Avenue K-5	\$ 51,071,913	\$ -	\$ 51,071,913	\$ -	\$ -
Reconstruct Sierra Linda K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Marshall K-8 (CR)	\$ 13,019,406	\$ 13,019,406	\$ -	\$ -	\$ -
Drifill K-8 (K/MPR)	\$ 429,872	\$ 351,773	\$ 78,099	\$ -	\$ -
Chavez K-8 (SL/MPR)	\$ 649,121	\$ 649,121	\$ -	\$ -	\$ -
Curren K-8 (SL/MPR)	\$ 598,603	\$ 598,603	\$ -	\$ -	\$ -
Kamala K-8 (SL/MPR)	\$ 619,816	\$ 619,816	\$ -	\$ -	\$ -
McAuliffe ES (K/Modular/Modernization*)	\$ 7,746,520	\$ 321,487	\$ 2,923,187	\$ 4,501,846	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 3,341,492	\$ 275,097	\$ 1,909,465	\$ 1,156,930	\$ -
Ritchen ES (K/Modular/Modernization*)	\$ 7,509,474	\$ 552,588	\$ 3,043,393	\$ 3,913,493	\$ -
Ramona ES (Modular/MPR/Support)	\$ 4,240,115	\$ -	\$ 2,192,490	\$ 2,047,625	\$ -
Project 1 Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,458,717	\$ 1,901,281	\$ -	\$ 5,557,436	\$ -
Dr. Lopez Academy of Arts & Sciences (SL/Gym)	\$ 2,579,278	\$ 1,079,278	\$ -	\$ 1,500,000	\$ -
Planning for K-8 MPRs	\$ 166,253	\$ 166,253	\$ -	\$ -	\$ -
Harrington Kindergarten Annex	\$ 3,215,039	\$ 3,215,039	\$ -	\$ -	\$ -
Lemonwood Kindergarten Annex	\$ 3,571,599	\$ -	\$ 3,571,599	\$ -	\$ -
Technology	\$ 12,234,498	\$ 12,184,723	\$ 49,775	\$ -	\$ -
Subtotal	\$ 329,215,599	\$ 141,904,518	\$ 114,021,272	\$ 18,677,331	\$ 54,612,479
Brekke ES COP Lease Payments	\$ 3,831,453	\$ -	\$ 3,831,453	\$ -	\$ -
Land Acquisition COP Lease Payments	\$ 4,863,500	\$ -	\$ 480,000	\$ 2,062,500	\$ 2,321,000
Additional Program Expenditures	\$ 4,519,836	\$ -	\$ 4,519,836	\$ -	\$ -
Portables Lease Payments	\$ 564,000	\$ -	\$ 564,000	\$ -	\$ -
Subtotal	\$ 13,778,789	\$ -	\$ 9,395,289	\$ 2,062,500	\$ 2,321,000
Program Reserve	\$ 4,005,052	\$ (14,515,841)	\$ 922,621	\$ 3,082,431	\$ -
Est. Total Uses	\$ 346,999,440	\$ 141,904,518	\$ 124,339,182	\$ 23,822,261	\$ 56,933,479
Est. Ending Fund Balance	\$ -				
Total Combined Master Budget	\$ 346,999,440				

*Assumes State Aid Financial Hardship funding for Ritchen and McAuliffe modernization projects

6.3 PHASE 1 MASTER BUDGET AND SCHEDULE

Phase 1 is completed and was funded primarily by Measure “R” bond proceeds. Phase 1 completed improvements to kindergarten and science lab facilities across eight schools and deployed state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers Districtwide. Harrington, Elm, and Lemonwood were reconstructed into three new 21st century schools. A new 12 classroom building was completed at Marshall elementary school. Additional Phase 1 accomplishments includes the completion of a kindergarten annex facility at Harrington elementary school and the purchase of the Seabridge school site and planning associated with the Doris /Patterson school sites.

The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of April 30, 2022 resulting in some overall budget increases and savings within Phase 1. In total, the Phase 1 budget includes \$142.9 million in improvements.

Table 16: Proposed Phase 1 Master Budget and Schedule (FY 2013-17)

Project	Schedule Dec 2021	Schedule June 2022	Estimated Budget	Variance
Master Construct & Implementation Program Improvements				
Acquire New Sites				
Seabridge Elementary School	2013	2013	\$7,767,119	\$0
Doris/Patterson K-5 / Middle School	2014/16	2014/16	\$800,572	(\$243,214)
Subtotal			\$8,324,478	(\$243,214)
Design & Reconstruct Sites				
Harrington Elem. K-5	2013/14	2013/14	\$23,776,013	\$0
Lemonwood K-8	2014/18	2014/18	\$41,981,218	\$9,497
Elm Elem. K-5	2014/19	2014/19	\$32,878,847	\$0
Subtotal			\$98,645,575	\$9,497
Design & Improve K-5 Kindergarten Facilities				
Ritchen**	2013/14	2013/14	\$552,588	\$0
Brekke			\$275,097	\$0
McAuliffe			\$321,487	\$0
Driffill			\$351,773	\$0
Subtotal			\$1,500,945	\$0
Design & Construct Science Labs (Project 1)				
Chavez Science Labs K-8	2013/14	2013/14	\$649,121	\$0
Curren Science Labs K-8			\$598,603	\$0
Kamala Science Labs K-8			\$619,816	\$0
Dr. Lopez Science Labs 6-8 & Utility Upgrades			\$1,079,278	\$0
Fremont Science Labs 6-8 & Utility Upgrades			\$1,901,281	\$0
Subtotal			\$4,848,099	\$0
Project 1 Adjustment				
			\$0	\$0
Childhood Development Center Improvements				
Harrington	2015	2015	\$3,215,039	\$0
Subtotal			\$3,215,039	\$0
Planning for K-8 MPRs				
Marshall K-8: 12 Classroom Building	2016	2016	\$166,253	\$0
Technology	2015/17	2015/17	\$13,019,406	\$0
	2013/15	2013/15	\$12,184,723	\$0
Program Improvements Subtotal			\$141,904,518	(\$233,717)
Program Reserve			(\$14,749,558)	\$233,717
Program Improvements Total			\$141,904,518	(\$233,717)

*Current dollars

**Includes New Special Day Classroom

6.4 PHASE 2 MASTER BUDGET AND SCHEDULE

Phase 2 provided for the reconstruction of McKinna elementary to a new 21st century school. New kindergarten/flex classrooms were completed at Brekke, McAuliffe, Ritchen, and Ramona elementary

schools, as well as a kindergarten annex at Lemonwood elementary school. The District also completed the land purchase of the Doris/Patterson school site. Phase 2 incorporates existing ongoing lease payments for the District’s COPs related to prior improvements to Brekke Elementary and the acquisition of the new Doris/Patterson elementary and middle school sites. The design plans received DSA and CDE approval for the planning modernization improvements to McAuliffe and Ritchen elementary schools with construction awaiting funding from the State. The Brekke COP payoff has been completed within Phase 2. Recommended adjustments to projects include accounting for project actuals as of April 30, 2022 for completed and close out projects resulting in overall savings in Phase 2.

Table 17: Proposed Phase 2 Master Budget and Schedule (FY 2017-20)

Project	Schedule Dec 2021	Schedule June 2022	Estimated Budget	Variance
Master Construct & Implementation Program Improvements				
Acquire New Sites				
Doris/Patterson K-5 / Middle School	2018	2018	\$9,199,275	\$0
Subtotal			\$9,199,275	\$0
Construct New School Sites: Master Construct				
Seabridge K-5	2018/2024	2018/2024	\$3,019,331	\$0
Dorris Patterson K-5 (Planning)	2020	2020	\$492,786	\$0
Dorris Patterson 6-8 (Planning)	2020	2020	\$278,057	\$0
Reconstruct School Sites: Master Construct				
Rose Avenue K-5	2018/2024	2018/2024	\$51,071,913	\$0
McKinna K-5	2017	2017	\$36,558,911	(\$367,008)
Construct Kinder/SDC Classrooms				
Brekke	2018	2018	\$1,909,465	\$0
McAuliffe	2018	2018	\$2,472,793	\$0
Ramona	2018	2018	\$2,192,490	\$0
Ritchen	2018	2018	\$2,597,633	\$0
Classroom/Library/MPR Modernizations				
McAuliffe (Planning/Design)	2019	2019	\$450,394	\$0
Ritchen (Planning/Design)	2019	2019	\$445,760	\$0
Construct K-8 Multipurpose Room				
Driffill (Planning)	2020	2020	\$78,099	\$0
Childhood Development Center Improvements				
Lemonwood	2019	2019	\$3,655,246	(\$83,647)
Subtotal			\$104,772,223	(\$450,654)
Technology	2020	2020	\$49,775	\$0
Program Improvements Subtotal			\$114,021,272	(\$450,654)
Program Reserve			\$394,471	\$528,150
Additional Facilities Expenditures	2018	2018	\$4,519,836	\$0
Program Lease Payments				
Brekke ES COP	2020	2020	\$3,831,453	\$0
COP for Land Acquisition	2026-29	2026-29	\$480,000	\$0
Portables Lease Payments	2019	2019	\$564,000	\$0
Subtotal			\$9,395,289	\$0
Program Improvements Total			\$124,339,182	\$77,496

*Current dollars

6.5 PHASE 3 MASTER BUDGET AND SCHEDULE

Phase 3 completes construction and any remaining activities associated with the planned modernization improvements at McAuliffe and Ritchen. The design plans for the new Seabridge elementary school received DSA approval in October 2018 and CDE approval in July 2018. In October 2022, the design plans for the new Seabridge elementary school will be required to be resubmitted to the DSA for plan approval

renewal. The new Seabridge elementary school has been designed to provide increased district capacity or a replacement for other aging district schools when needed. It is proposed that the Seabridge project be moved to the later Phase 4 implementation schedule to accommodate the estimated timing of future funding. To accommodate existing needs, construction activities for the MPR and/or gymnasium improvements planned at Brekke, Ramona, Fremont, and Dr. Lopez Academy and academic program space improvements at Brekke and Ramona are proposed to be moved from Phase 4 to Phase 3. A Program Reserve of \$3.1 million is estimated during Phase 3. Phase 3 also accounts for continued lease payments related to the District’s outstanding Doris/Patterson COP. Table 18 provides a summary of the proposed Phase 3 budget and schedule.

Table 18: Proposed Phase 3 Master Budget and Schedule (FY 2021-25)

Project	Schedule Dec 2021	Schedule June 2022	Estimated Budget	Variance
Master Construct & Implementation Program Improvements				
Construct New School Sites: Master Construct				
Seabridge	2018/2024	2018/2026	\$25,549,101	\$0
Classroom/Library/MPR Modernizations				
McAuliffe	2024	2024	\$4,501,846	\$0
Ritchen	2024	2024	\$3,913,493	\$0
Modernize K-5 Multipurpose Rooms				
Brekke	2027	2025	\$697,557	\$697,557
Ramona	2027	2025	\$1,755,474	\$1,755,474
Construct Academic Program Space: Master Construct				
Brekke	2027	2025	\$459,373	\$459,373
Ramona	2027	2025	\$292,151	\$292,151
Construct Gym & Modernize MPR				
Fremont	2027	2025	\$5,557,436	\$5,557,436
Modernize MPR				
Dr. Lopez Academy of Arts & Sciences	2027	2025	\$1,500,000	\$1,500,000
Program Improvements Subtotal			\$18,677,331	(\$25,549,101)
Program Reserve			\$0	\$3,082,431
Program Lease Payments				
COP for Land Acquisition	2026-29	2026-29	\$2,062,500	\$0
Subtotal			\$2,062,500	\$0
Program Improvements Total			\$23,822,261	(\$22,466,670)

*Current dollars

6.6 PHASE 4 MASTER BUDGET AND SCHEDULE

The design and construction of the new Doris/Patterson K-5 school continues to be proposed in Phase 4. The new Doris/Patterson K-5 school is yet to be designed and is dependent on the District’s need for increased capacity or replacement of aging schools. An allowance of \$54.6 million is provided in Phase 4 to complete the new Seabridge and Doris/Patterson K-5 elementary schools. These projects are included within Phase 4 based on the current approved budget, however cost increases may occur at time of implementation given recent trends in construction costs. Phase 4 is scheduled to continue COP payments for its COPs related to the Doris/Patterson land acquisition and will be eligible for refunding on August 1, 2026 at which time the District may elect to prepay or refund the outstanding COPs to either decrease or eliminate future payments, assuming funds are available. The Phase 4 budget provides an allowance of

\$54.6 million for improvements and \$2.3 million for COP payments, for a total of \$56.9 million. No program reserve is provided during Phase 4. Phase 4 concludes the Master Construct and Implementation Program.

Table 19: Proposed Phase 4 Master Budget and Schedule (FY 2026-29)

Project	Schedule Dec 2021	Schedule June 2022	Estimated Budget	Variance
Master Construct & Implementation Program Improvements				
Construct New School Sites: Master Construct				
Dorris Patterson K-5	2021/2026	2021/2026	\$29,063,377	\$0
Seabridge	2018/2024	2018/2026	\$25,549,101	\$25,549,101
Program Improvements Subtotal			\$54,612,479	\$25,549,101
Program Reserve			\$2,702,028	\$0 (\$2,702,028)
Program Lease Payments				
COP for Land Acquisition	2026-29	2026-29	\$2,321,000	\$0
Subtotal			\$2,321,000	\$0
Program Improvements Total			\$56,933,479	\$22,847,074

*Current dollars

6.7 MASTER SCHEDULE

The following summary schedule provides an overview of the proposed phasing strategy for the Program. Table 20 illustrates the proposed phasing of the integrated Program and is organized by the continued reconstruction of existing schools, the construction of new school sites, 21st century modernizations, and improvements to multipurpose rooms and support facilities to accommodate the District’s educational program. The schedule for the reconstruction of Rose Avenue has been adjusted for substantial completion from July 2023 to September 2023 with landscaping to be completed by December 2023. The schedule has been adjusted to accommodate activities for the MPR and/or gymnasium improvements planned at Brekke, Ramona, Fremont, and Dr. Lopez Academy and academic program space improvements at Brekke and Ramona from Phase 4 to Phase 3 assuming an implementation start in FY2024-25. Likewise, the schedule has been adjusted to move the construction of the new Seabridge elementary school to Phase 4, assuming an implementation start in FY2025-26.

Table 20: Summary Schedule

	Fiscal Year															
	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32
Reconstruct:																
Harrington	Complete															
Harrington Kindergarten Annex		Complete														
Lemonwood		Complete														
Lemonwood Kindergarten Annex		Complete														
Elm		Complete														
McKinna				Complete												
Rose Avenue																
Construct:																
Marshall 6-8 Classrooms		Complete														
Seabridge K-5																
Doris/Patterson K-5																
Construct Kinder + SDC Classrooms/Additional Support Space:																
Ramona		Complete														
Brekke		Complete														
Ritchen		Complete														
McAuliffe		Complete														
21st Century Modernizations:																
McAuliffe																
Ritchen																
Multipurpose Rooms:																
Fremont																
Dr. Lopez Academy																
Ramona																
Brekke																

Based on the identified phasing plan, Table 21 provides a summary of projects under management, including those that are currently underway and are to be implemented, totaling approximately \$51.1 million.

Table 21: Projects Under Management

Project Name	Start Date	End Date	Master Budget (Current Dollars)
Construct:			
Rose Avenue	Jan-2017	Sep-2023	\$51,071,913
		Total	\$51,071,913

RECOMMENDATIONS

7.1 CONCLUSION & RECOMMENDATIONS

Over the next six months of implementation, the Master budget will continue to be monitored and enforced. Expenditure reporting will continue and be updated to reflect recommended budget adjustments provided in this update report. Budgets will also be reviewed and adjusted, where required, to accommodate actual contract commitments approved by the Board over the next six-month period. Steps will continue to be taken to file for eligible State aid applications and required agency approvals for project development and construction. Status reports will be provided to the Board as needed.

As part of the formal review process, it is recommended that the Board:

- Accept and adopt this semi-annual update to the Master Construct and Implementation Program
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation
- Establish a date for the next six-month review by the Board.

EXHIBIT A

PRESENTATIONS, WORKSHOPS & UPDATES TO THE BOARD OF TRUSTEES

The table below contains a listing of presentations, workshops, and updates to the Board of Trustees for the Oxnard School District Facilities Implementation Program. Documentation of all Board activities are provided for the prior six months. For documentation of prior related Board Action items, please reference the same section of previous reports.

Date	Board Agenda Item	Agenda Description	Purpose	Action
19-Jan-22	A.6	Presentation of the December 2021 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	Presentation regarding the December 2021 Semi-Annual Implementation Program Update, for adoption at the February 2, 2022 regular Board meeting.	Information
2-Feb-22	C.1	Approval and Adoption of the December 2021 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	Approval and Adoption of the December 2021 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	Approved
2-Mar-22	C.9	Ratification of Work Authorization Letter #8 to Agreement #13-129 with Knowland Construction Services (KCS) to provide DSA Inspection Services for the McKinna Elementary School Reconstruction Project	Ratify WAL #8 for Master Agreement #13-129 with Knowland Construction Services, for DSA Inspector of Record (IOR) Services and In-Plant Inspections, in the amount of \$8,722.00, to be funded from the Master Construct and Implementation Program	Approved
20-Apr-22	D.5	Approval of Resolution #21-29 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Drifill Preschool Classrooms	Approve Resolution #21-29 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Drifill Preschool Classrooms	Approved
20-Apr-22	D.6	Approval of Resolution #21-30 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Drifill Transitional Kindergarten Classrooms	Approve Resolution #21-30 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program Drifill Transitional Kindergarten Classrooms	Approved
20-Apr-22	D.7	Approval of Resolution #21-31 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Drifill Kindergarten Classrooms	Approve Resolution #21-31 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Drifill Kindergarten Classrooms	Approved
1-Jun-22	D.1	Consideration and Approval of Resolution #21-37 Authorizing the Issuance and Sale of 2022 Refunding General Obligation Bonds	Approve Resolution #21-37 authorizing issuance and Sale of 2022 Refunding General Obligation Bonds in the Aggregated Principal Amount of Not to Exceed \$10,650,000, and Approving All Related Documents and Actions	Approved

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 03, 2022

Agenda Section: Section C: Consent Agenda

Approval of Disclosure of Collective Bargaining Agreement with CSEA (Mitchell/Crandall Plasencia)

In accordance with AB 1200 and Government Code, Section 3547.5: *“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction.”*

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

- 4.5% on-schedule salary increase, retroactive to 2021-22 fiscal year
- 2.0% off-schedule bonus for fiscal year 2021-22 only
- Increase the annual health benefit contribution/cap by \$1,001.00, to a total annual base cap of \$11,000.00

FISCAL IMPACT:

Total fiscal impact is \$6,499,161.00, and will be paid from a combination of ESSER, LCFF Supplemental & Concentration, and Child Nutrition funds.

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

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

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard School District

Name of Bargaining Unit: CSEA - Classified School Employees Association

The proposed agreement covers the period:
 Beginning: July 1, 2021
 Ending: June 30, 2022

Employee Type:
 Certificated: _____
 Classified: X

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: August 3, 2022

A. Proposed Change in Compensation:

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2021-22	For Multi-year Agreements	
			Year 2 2022-23	Year 3 2023-24	
1.	Salary Schedule - Increase/(Decrease)	\$ 47,930,200	\$ 2,156,859 4.50%	\$	\$
2.	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		%	%	%
3.	Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ 2,428,457 5.07%	\$	\$
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 15,840,931	\$ 1,515,447 9.57%	\$	\$
5.	Health/Welfare Benefits - Increase/(Decrease)	\$ 4,550,847	\$ 398,398 8.75%	\$	\$
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 68,321,978	\$ 6,499,161 9.51%	\$	\$
7.	Total Number (FTE) of Represented Employees	# 837	# 837	#	#
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 81,627	\$ 7,765 9.51%	\$	\$
9a.	Certificated Teacher's Salary (Excluding Benefits)				
	-Minimum Daily Rate	\$	\$	\$	\$
			%	%	%
	-Maximum Daily Rate	\$	\$	\$	\$
			%	%	%
	-Substitute Daily Rate	\$	\$	\$	\$
			%	%	%
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$	\$	\$	\$
	- District Cost Annual H&W Benefit amount per FTE	\$	\$	\$	\$
	- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary:

District and CSEA negotiated a 4.50% on-schedule salary increase, retro to July 1, 2021; as well as a 2.0% off-schedule bonus for the period July 1, 2021 through June 30, 2022.

District has increased the Health and Welfare Benefit contribution (cap) for CSEA employees by \$1,001 per year, for employees that are enrolled in District-provided H&W plans.

District and CSEA negotiated an MOU to pay out Health and Welfare benefit contribution "opt-out" funds for fiscal years 2019-20, 2020-21, and 2021-22, for a total payout amount of \$1,469,853.

Employees paid from Fund 130 have been included in the above costs.

Disclosure of Collective Bargaining Agreement
School District: Oxnard School District

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

N/A

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):

N/A

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

N/A

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

No.

F. Source of Funding for the Proposed Agreement:

1. Current Year:

Cost of the 4.5% on-schedule and 2.0% off-schedule retro amounts paid for fiscal year 2021-22 will be paid from ESSER-II funds (Resource 3212).

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

The ongoing cost will be funded from General Fund restricted and unrestricted funds, as well as Fund 130 Cafeteria Fund, as applicable for the various CSEA positions.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

N/A

Disclosure of Collective Bargaining Agreement
 School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of 2021-22 2nd Interim	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
			OEA settlement 5.16.22 OSSA settlement 6.22.22 Mgmt-Conf 8.3.22	
REVENUES				
LCFF Revenues (8010-8099)	184,847,974	0	0	184,847,974
Remaining Revenues (8100-8799)	76,594,806	0	0	76,594,806
TOTAL REVENUES	261,442,780	0	0	261,442,780
EXPENDITURES				
1000 Certificated Salaries	90,381,860	0	5,605,496	95,987,356
2000 Classified Salaries	32,117,471	4,585,316	0	36,702,787
3000 Employees' Benefits	46,457,078	1,913,845	1,553,943	49,924,866
4000 Books and Supplies	19,363,436	0	0	19,363,436
5000 Services and Operating Expenses	41,737,966	0	0	41,737,966
6000 Capital Outlay	934,633	0	0	934,633
7100-7499 Other	4,895,741	0	0	4,895,741
TOTAL EXPENDITURES	235,888,185	6,499,161	7,159,439	249,546,785
OPERATING SURPLUS (DEFICIT)	25,554,595	(6,499,161)	(7,159,439)	11,895,995
OTHER SOURCES AND TRANSFERS IN	0	0	0	0
OTHER USES AND TRANSFERS OUT	0	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	25,554,595	(6,499,161)	(7,159,439)	11,895,995
BEGINNING BALANCE	44,264,320	0	0	44,264,320
CURRENT YEAR ENDING BALANCE	69,818,915	(6,499,161)	(7,159,439)	56,160,315
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	120,000	0	0	120,000
Restricted (9740)	14,330,998	0	0	14,330,998
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	38,855,744	(6,499,161)	(7,159,439)	25,197,144
Reserve for Economic Uncertainties (9789)	16,512,173	0	0	16,512,173
Unappropriated Amounts (9790)	0	0	0	0

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

Please include comments and explanations as necessary: _____

Disclosure of Collective Bargaining Agreement
 School District: Oxnard School District

Multi-Year Projections

	(Col. 1) 2021-22 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2022-23	(Col. 3) Budget Year 2 2023-24
REVENUES			
LCFF Revenues (8010-8099)	184,847,974	173,668,035	175,828,475
Remaining Revenues (8100-8799)	76,594,806	65,416,284	56,323,488
TOTAL REVENUES	261,442,780	239,084,319	232,151,963
EXPENDITURES			
1000 Certificated Salaries	95,987,356	90,162,298	88,617,899
2000 Classified Salaries	36,702,787	31,979,339	32,609,556
3000 Employees' Benefits	49,924,866	52,189,498	48,124,531
4000 Books and Supplies	19,363,436	18,911,260	17,591,134
5000 Services and Operating Expenses	41,737,966	43,556,999	43,845,152
6000 Capital Outlay	934,633	1,679,663	1,379,633
7100-7499 Other	4,895,741	1,110,231	1,110,261
TOTAL EXPENDITURES	249,546,785	239,589,288	233,278,166
OPERATING SURPLUS (DEFICIT)	11,895,995	(504,969)	(1,126,203)
OTHER SOURCES AND TRANSFERS IN	0	0	0
OTHER USES AND TRANSFERS OUT	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	11,895,995	(504,969)	(1,126,203)
BEGINNING BALANCE	44,264,320	56,160,315	55,655,346
CURRENT YEAR ENDING BALANCE	56,160,315	55,655,346	54,529,143
COMPONENTS OF ENDING BALANCE			
Non-spendable (9711-9719)	120,000	120,000	120,000
Restricted (9740)	14,330,998	11,516,388	4,481,729
Committed (9750 / 9760)	0	0	0
Assigned (9780)	25,197,144	20,060,030	17,268,471
Reserve for Economic Uncertainties (9789)	16,512,173	23,958,928	32,658,943
Unappropriated Amounts (9790)	0	0	0

Multi-Year Projections Assumptions:

The figures for 2022-23 and 2023-24 are based on the 2021-22 Second Interim Report and MYP.

Assumptions are as of the 2021-22 Second Interim Report and the SSC Dartboard for the 2022-23 January Governor's Budget Proposal.

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2021-22	2022-23	2023-24
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 249,546,785	\$ 239,589,288	\$ 233,278,166
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 7,486,404	\$ 7,187,679	\$ 6,998,345

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

	2021-22	2022-23	2023-24
a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 16,512,173	\$ 23,958,928	\$ 32,658,943
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 0	\$ 0	\$ 0
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$ 0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$ 0
e. Total District Budgeted Unrestricted Reserves	\$ 16,512,173	\$ 23,958,928	\$ 32,658,943

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

Yes

No

H. Certification

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

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


 District Superintendent
 (Signature)

Dr. Karling Aguilera-Fort
 Printed Name

July 21, 2022
 Date


 District Chief Business Official
 (Signature)

Valerie Mitchell, MPPA
 Printed Name

July 21, 2022
 Date

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 03, 2022

Agenda Section: Section C: Consent Agenda

Approval of Disclosure of Collective Bargaining Agreement with Management and Confidential (Mitchell/Crandall Plasencia)

In accordance with AB 1200 and Government Code, Section 3547.5: *“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction.”*

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

- 4.5% on-schedule salary increase, retroactive to 2021-22 fiscal year
- 2.0% off-schedule bonus for fiscal year 2021-22 only
- Increase the annual health benefit contribution/cap by \$1,000.00, to a total annual amount of \$14,219.00

FISCAL IMPACT:

Total fiscal impact is \$903,126.00, and will be paid from a combination of ESSER and LCFF Supplemental & Concentration funds.

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

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

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard School District

Name of Bargaining Unit: Management & Confidential Non-represented employees

The proposed agreement covers the period:
 Beginning: July 1, 2021
 Ending: June 30, 2022

Employee Type:
 Certificated: X
 Classified: X

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: August 3, 2022

A. Proposed Change in Compensation:

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2021-22	For Multi-year Agreements	
			Year 2 2022-23	Year 3 2023-24
1. Salary Schedule - Increase/(Decrease)	\$ 9,913,791	\$ 446,121 4.50%	\$ %	\$ %
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ 198,276 2.00%	\$ %	\$ %
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 2,672,758	\$ 173,729 6.50%	\$ %	\$ %
5. Health/Welfare Benefits - Increase/(Decrease)	\$ 1,126,080	\$ 85,000 7.55%	\$ %	\$ %
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 13,712,629	\$ 903,126 6.59%	\$ %	\$ %
7. Total Number (FTE) of Represented Employees	# 85	# 85	#	#
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 161,325	\$ 10,625 6.59%	\$ %	\$ %
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$	\$	\$	\$
		%	%	%
-Maximum Daily Rate	\$	\$	\$	\$
		%	%	%
-Substitute Daily Rate	\$	\$	\$	\$
		%	%	%
9b. - Annual Cost Health/Welfare Benefit amount per FTE	\$		\$	\$
- District Cost Annual H&W Benefit amount per FTE	\$		\$	\$
- Current Negotiated H&W Cap amount per FTE	\$	\$	\$	\$

Please include comments and explanations as necessary:

District has awarded Management and Confidential non-represented employees a 2.0% off schedule one time bonus for 2021-22, and a 4.5% increase to the 2021-22 Management and Confidential salary schedules effective July 1, 2021.
 District has increased the Health and Welfare Benefit contribution (cap) for Management and Confidential employees by \$1,000 per year per employee.

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

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

N/A

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):

N/A

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

N/A

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

No.

F. Source of Funding for the Proposed Agreement:

1. Current Year:

Current year cost of the 4.5% on-schedule and 2.0% off-schedule retro amounts paid for fiscal year 2021-22 will be paid from ESSER-II funds (Resource 3212).

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

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

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

N/A

Disclosure of Collective Bargaining Agreement
 School District: Oxnard School District

	(Col. 1)	(Col. 2)	(Col. 3)	(Col. 4)
	Latest Board Approved Budget Before Settlement As of 2021-22 2nd Interim	Adjustment as a Result of Settlement *	Other Revisions OEA settlement 5.16.22 OSSA settlement 6.22.22	Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	184,847,974	0	0	184,847,974
Remaining Revenues (8100-8799)	76,594,806	0	0	76,594,806
TOTAL REVENUES	261,442,780	0	0	261,442,780
EXPENDITURES				
1000 Certificated Salaries	90,381,860	644,397	4,917,331	95,943,588
2000 Classified Salaries	32,117,471	0	0	32,117,471
3000 Employees' Benefits	46,457,078	258,729	1,283,414	47,999,221
4000 Books and Supplies	19,363,436	0	0	19,363,436
5000 Services and Operating Expenses	41,737,966	0	0	41,737,966
6000 Capital Outlay	934,633	0	0	934,633
7100-7499 Other	4,895,741	0	0	4,895,741
TOTAL EXPENDITURES	235,888,185	903,126	6,200,745	242,992,056
OPERATING SURPLUS (DEFICIT)	25,554,595	(903,126)	(6,200,745)	18,450,724
OTHER SOURCES AND TRANSFERS IN	0	0	0	0
OTHER USES AND TRANSFERS OUT	0	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	25,554,595	(903,126)	(6,200,745)	18,450,724
BEGINNING BALANCE	44,264,320	0	0	44,264,320
CURRENT YEAR ENDING BALANCE	69,818,915	(903,126)	(6,200,745)	62,715,044
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	120,000	0	0	120,000
Restricted (9740)	14,330,998	0	0	14,330,998
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	38,855,744	(903,126)	(6,200,745)	31,751,873
Reserve for Economic Uncertainties (9789)	16,512,173	0	0	16,512,173
Unappropriated Amounts (9790)	0	0	0	0

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

Please include comments and explanations as necessary: _____

Disclosure of Collective Bargaining Agreement
 School District: Oxnard School District

Multi-Year Projections

	(Col. 1) 2021-22 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2022-23	(Col. 3) Budget Year 2 2023-24
REVENUES			
LCFF Revenues (8010-8099)	184,847,974	173,668,035	175,828,475
Remaining Revenues (8100-8799)	76,594,806	65,416,284	56,323,488
TOTAL REVENUES	261,442,780	239,084,319	232,151,963
EXPENDITURES			
1000 Certificated Salaries	95,943,588	90,162,298	88,617,899
2000 Classified Salaries	32,117,471	31,979,339	32,609,556
3000 Employees' Benefits	47,999,221	52,189,498	48,124,531
4000 Books and Supplies	19,363,436	18,911,260	17,591,134
5000 Services and Operating Expenses	41,737,966	43,556,999	43,845,152
6000 Capital Outlay	934,633	1,679,663	1,379,633
7100-7499 Other	4,895,741	1,110,231	1,110,261
TOTAL EXPENDITURES	242,992,056	239,589,288	233,278,166
OPERATING SURPLUS (DEFICIT)	18,450,724	(504,969)	(1,126,203)
OTHER SOURCES AND TRANSFERS IN	0	0	0
OTHER USES AND TRANSFERS OUT	0	0	0
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	18,450,724	(504,969)	(1,126,203)
BEGINNING BALANCE	44,264,320	62,715,044	62,210,075
CURRENT YEAR ENDING BALANCE	62,715,044	62,210,075	61,083,872
COMPONENTS OF ENDING BALANCE			
Non-spendable (9711-9719)	120,000	120,000	120,000
Restricted (9740)	14,330,998	11,516,388	4,481,729
Committed (9750 / 9760)	0	0	0
Assigned (9780)	31,751,873	26,614,759	23,823,200
Reserve for Economic Uncertainties (9789)	16,512,173	23,958,928	32,658,943
Unappropriated Amounts (9790)	0	0	0

Multi-Year Projections Assumptions:

The figures for 2022-23 and 2023-24 are based on the 2021-22 Second Interim Report and MYP.

Assumptions are as of the 2021-22 Second Interim Report and the SSC Dartboard for the 2022-23 January Governor's Budget Proposal.

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2021-22	2022-23	2023-24
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 242,992,056	\$ 239,589,288	\$ 233,278,166
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 7,289,762	\$ 7,187,679	\$ 6,998,345

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

	2021-22	2022-23	2023-24
a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 16,512,173	\$ 23,958,928	\$ 32,658,943
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 0	\$ 0	\$ 0
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$ 0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$ 0
e. Total District Budgeted <u>Unrestricted</u> Reserves	\$ 16,512,173	\$ 23,958,928	\$ 32,658,943

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

Yes

No

H. Certification

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

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


 District Superintendent
 (Signature)

Dr. Karling Aguilera-Fort
 Printed Name

July 20, 2022
 Date


 District Chief Business Official
 (Signature)

Valerie Mitchell, MPPA
 Printed Name

July 20, 2022
 Date

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 03, 2022

Agenda Section: Section C: Consent Agenda

Approval of Destruction of Records (Mitchell/Franz)

The records on the attached list have reached the end of their hard copy retention period. All Class 1 records and some Class 2 records are scanned for permanent storage. Class 3 records are destroyed without scanning for permanent retention. Board authorization is requested to dispose of these records.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Purchasing, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the destruction of these records that have reached the end of their hard copy retention period as listed above.

ADDITIONAL MATERIALS:

Attached: [Destruction of Records - August 2022 \(1 Page\)](#)

The following records have reached the end of their hard copy retention period. All Class 1 records and some Class 2 records are scanned for permanent storage. Class 3 records are destroyed without scanning for permanent retention. Board authorization is requested to dispose of these records.

DESCRIPTION	YEAR(S)	SCHOOL/DEPARTMENT	RECORD CLASS
Student Records – Special Education	2003-2004	Special Education	1
Student Records – General Education	2003-2004	Pupil Services	1
Registration Cards	2003-2004	Pupil Services	1
Vendor PO's/Employee Reimbursements	2016-2017	Accounts Payable	3
Time Cards Cert. & Class.	2016-2018	Payroll	
Menus/Lunch Applications/Lunch Counts	2017-2018	CNS	3

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 03, 2022

Agenda Section: Section C: Consent Agenda

Approval of the 2021-22 Quarterly Report on Williams Uniform Complaints, Fourth Quarter (Torres)

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2021-22 Quarterly Report on Williams Uniform Complaints, fourth quarter, as presented.

ADDITIONAL MATERIALS:

Attached: [Williams UCP Quarterly Report 2021-22_4thqtr \(one page\)](#)

Quarterly Report on Williams Uniform Complaints
 [Education Code Section 35186]
 Fiscal Year 2021-22

District: _____

Person completing this form: _____

Title: _____

Quarterly Report Submission Date: October 31, 2021 (7/1/21 to 9/30/21)
 (check one) January 31, 2022 (10/1/21 to 12/31/21)
 April 30, 2022 (1/1/22 to 3/31/22)
 July 31, 2022 (4/1/22 to 6/30/22)

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

Please check the box that applies:

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

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
Totals			

 Name of District Superintendent

 Signature of District Superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 03, 2022

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Batista/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 Assistant Superintendent, Human Resources, 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 Item 08.03.22 \(8 pgs\).pdf](#)
[Certificated Personnel Actions Item 08.03.22 \(2 pgs\).pdf](#)

New Hires

Ambriz, Yasna E.	Office Assistant II, Position #10536 Special Education 8.0 hrs./246 days	07/18/2022
Arce Centurion, Patricia	District Translator, Position #10964 Special Education 8.0 hrs./246 days	07/18/2022
Berumen, Silvia	Child Nutrition Worker, Position #1588 Lemonwood 5.5 hrs./185 days	06/08/2022
Castillo, Erica	Paraeducator – General Education, Position #10685 Sierra Linda 8.0 hrs./183 days	08/16/2022
Chinas, Mayte B.	Office Assistant II, Position #9727 Marshall 6.0 hrs./203 days	06/08/2022
Davis, Amy L.	Accounting Specialist IV, Position #1210 Budget & Finance 8.0 hrs./246 days	07/11/2022
Favela, Joshua J.	Speech Language Pathology Assistant, Position #10561 Special Education 8.0 hrs./183 days	08/16/2022
Garcia, Edwin	Grounds Maintenance Worker I, Position #10403 Grounds 8.0 hrs./246 days	07/15/2022
Garza, Amber N.	Paraeducator – Special Education, Position #9763 Sierra Linda 5.75 hrs./183 days	08/16/2022
Gomez, Rebecca N.	Paraeducator – Special Education, Position #2956 Curren 5.75 hrs./183 days	08/16/2022
Guzman, Cristian	Paraeducator – Special Education, Position #10649 Fremont 5.75 hrs./183 days	08/16/2022
Heredia, Diana	Paraeducator – General Education, Position #10675 McAuliffe 8.0 hrs./183 days	08/16/2022
Lainez, Sintya M.	Paraeducator – Special Education, Position #1874 Curren 5.75 hrs./183 days	08/16/2022
Leong, Joanne	Campus Assistant, Position #7151 Fremont 4.25 hrs./180 days	06/13/2022
Machuca, Blanca L.	Special Education Services Coordinator, Position #9757 San Miguel 8.0 hrs./180 days	08/17/2022
Martinez, Yailene	Paraeducator – Special Education, Position #1953 Driffill 5.75 hrs./183 days	08/16/2022
Navarro, Imelda L.	Paraeducator – Special Education, Position #10647 Lemonwood 5.75 hrs./183 days	06/02/2022
Ortiz-Alcantar, Aurora	Paraeducator – General Education, Position #7914 Pupil Services 5.75 hrs./183 days	08/16/2022
Pantoja Ruiz, Jose Salud	Health Care Technician, Position #2693 Pupil Services 7.0 hrs./183 days	08/16/2022
Petris, Jacqueline T.	Campus Assistant, Position #3024 McAuliffe 5.0 hrs./180 days	06/09/2022
Regalado, Juan M.	HVAC Technician, Position #2628 Facilities 8.0 hrs./246 days	06/27/2022
Rivera, Jennifer	Campus Assistant, Position #10754 Frank 5.25 hrs./180 days	08/17/2022

New Hires (Continued)

Roddis, Jamie M.	Occupational Therapist, Position #7936 Special Education 8.0 hrs./203 days	06/20/2022
Serratos, Juan	Custodian, Position #10468 Custodial Services 8.0 hrs./246 days	06/07/2022
Soriano, Bianca	Paraeducator – Special Education, Position #7037 Ramona 5.75 hrs./183 days	08/16/2022
Steen, April Dawn G.	Campus Assistant, Position #2976 Driffill 3.0 hrs./180 days	08/17/2022
Sutter, Sadie A.	Paraeducator – Special Education, Position #9241 Lemonwood 5.75 hrs./183 days	08/16/2022
Vergara, Monica	Outreach Specialist, Position #2561 Brekke 8.0 hrs./180 days	08/17/2022
Villegas, Paola	Paraeducator – Special Education, Position #9290 Ritchen 5.75 hrs./183 days	08/16/2022
Zuniga, Blanca E.	Paraeducator – Special Education, Position #9766 Marina West 5.75 hrs./183 days	08/16/2022

Limited Term/Substitutes

Ahumada, Karina N.	Clerical (substitute)	07/01/2022
Amezcuca, Joaquin	Custodian (substitute)	06/17/2022
Cabrera, Angel J.	Custodian (substitute)	05/23/2022
Corres, Briana M.	Clerical (substitute)	05/23/2022
Gallardo, Fernando J.	Custodian (substitute)	06/17/2022
Gomez, Ruben	Custodian (substitute)	06/29/2022
Granados Ramos, Adalberto	Child Nutrition Worker (substitute)	05/23/2022
Heredia, Diana	Paraeducator (substitute)	06/16/2022
Hernandez, Cecilia M.	Paraeducator (substitute)	06/30/2022
Hernandez, Norma A.	Clerical (substitute)	06/10/2022
Lainez, Sintya M.	Paraeducator (substitute)	06/16/2022
Lopez, Joanna	Paraeducator (substitute)	07/05/2022
Lopez, Sara	Campus Assistant (substitute)	05/23/2022
Marin, Romualdo	Custodian (substitute)	06/28/2022
Marquez, Miguel De Jesus	Paraeducator (substitute)	06/14/2022
Martinez, Yailene	Paraeducator (substitute)	07/05/2022
Moncayo, Jessica	Clerical (substitute)	06/27/2022
Moran, David C.	Paraeducator (substitute)	07/07/2022
Parada, Berta F.	Clerical (substitute)	05/17/2022
Paz, Regina M.	Paraeducator (substitute)	06/08/2022
Perez, Jessica	Paraeducator (substitute)	07/06/2022
Ramirez, Anthony	Custodian (substitute)	07/07/2022
Ramirez, Javier	Custodian (substitute)	06/28/2022
Reveles, Vivianne	Clerical (substitute)	06/27/2022
Reyes, Angel V.	Clerical (substitute)	06/27/2022
Ringor, Christopher W.	Paraeducator (substitute)	05/23/2022
Rivera, Brianna M.	Clerical (substitute)	06/27/2022
Romero, Sirena	Clerical (substitute)	06/27/2022
Sment, Michelle	Clerical (substitute)	05/23/2022

Limited Term/Substitutes (Continued)

Zuniga, Blanca K. Paraeducator (substitute) 06/20/2022

Reclassifications

Alvarado Zarate, Argelia Interpreter–Community Support Liaison, Position #2951 05/13/2022
 Equity, Family, Cmty Engmt 8.0 hrs./246 days
 Translator, Position #2951
 Equity, Family, Cmty Engmt 8.0 hrs./246 days

Zarate Cruz, Norma Interpreter–Community Support Liaison, Position #6064 05/13/2022
 Equity, Family, Cmty Engmt 8.0 hrs./246 days
 Translator, Position #6064
 Equity, Family, Cmty Engmt 8.0 hrs./246 days

Promotions

Alvarado, Karen Payroll Technician, Position #9176 06/22/2021
 Budget & Finance 8.0 hrs./246 days
 Office Assistant II, Position #9811
 Budget & Finance 8.0 hrs./246 days

Andrizzi, Vivencia L. Paraeducator – Special Education, Position #2608 06/14/2022
 Frank 5.75 hrs./183 days
 Paraeducator II, Position #9292
 Frank 5.75 hrs./183 days

Arteaga, Vanessa M. Paraeducator – Special Education, Position #9764 08/16/2022
 Frank 5.75 hrs./183 days
 Paraeducator II, Position #321
 Frank 5.75 hrs./183 days

Cazares, Esthela Library Media Technician, Position #2525 08/09/2022
 Rose Avenue 5.0 hrs./190 days
 Health Assistant, Position #10761
 Pupil Services 5.75 hrs./183 days

Contreras-Zavala, Nancy Language Assessment Technician, Position #2443 07/11/2022
 Enrollment Center 5.5 hrs./246 days
 Paraeducator – General Education, Position #10121
 Chavez 4.0 hrs./183 days

Lugo Dominguez, Lydia Executive Assistant to Superintendent, Position #11255 07/11/2022
 Superintendent’s Office 8.0 hrs./246 days
 Sr. Exec. Assistant to Superintendent, Position #9892
 Superintendent’s Office 8.0 hrs./246 days

Murrieta, Nancy C. Child Nutrition Cafeteria Coordinator, Position #2187 08/12/2022
 Sierra Linda 8.0 hrs./189 days
 Child Nutrition Worker, Position #2220
 Fremont 5.5 hrs./185 days

Perez, Eyra A. Paraeducator – Special Education, Position #6375 08/16/2022
 Harrington 5.75 hrs./183 days
 Paraeducator II, Position #9200
 Harrington 5.75 hrs./183 days

Transfers

Gonzalez, Juan B.	Grounds Maintenance Worker I, Position #10407 Grounds 8.0 hrs./246 days Grounds Maintenance Worker I, Position #10403 Grounds 8.0 hrs./246 days	07/05/2022
Jimenez-Villegas, Alfonsina	Child Nutrition Worker, Position #6409 McKinna 5.0 hrs./185 days Child Nutrition Worker, Position #2057 Ritchen 5.0 hrs./185 days	05/31/2022
Martinez, Sebastian	Grounds Maintenance Worker I, Position #10405 Grounds 8.0 hrs./246 days Grounds Maintenance Worker I, Position #10406 Grounds 8.0 hrs./246 days	06/27/2022
Reyes, Juan C.	Grounds Maintenance Worker I, Position #381 Grounds 8.0 hrs./246 days Grounds Maintenance Worker I, Position #10404 Grounds 8.0 hrs./246 days	06/27/2022
Romero, Vanessa P.	Child Nutrition Cafeteria Coordinator, Position #266 Rose Avenue 8.0 hrs./189 days Child Nutrition Cafeteria Coordinator, Position #2187 Sierra Linda 8.0 hrs./189 days	08/12/2022

Voluntary Demotions

Jacob, Shyla	Paraeducator – General Education, Position #10683 Rose Avenue 8.0 hrs./183 days Paraeducator II, Position #9780 Soria 5.75 hrs./183 days	08/16/2022
Pena, Sahara	Library Media Technician, Position #2199 Sierra Linda 5.0 hrs./190 days Intermediate School Secretary, Position #9638 Marshall 8.0 hrs./192 days	08/09/2022

Return from Leave of Absence

Hernandez, Francisco	District Translator, Position #7157 Special Education 8.0 hrs./246 days	07/05/2022
Ibarra Diaz, Pamela	Family Liaison, Position #9625 Early Childhood Programs 6.0 hrs./180 days	06/20/2022

In Lieu Of Layoff

Arellano, Mariselda	Paraeducator – General Education, Position #10681 Ritchen 8.0 hrs./183 days Preschool Assistant, Position #2658 Early Childhood Programs 3.0 hrs./183 days	07/01/2022
Batra, Ashish	Campus Assistant, Position #9143 Driffill 2.5 hrs./180 days Campus Assistant, Position #3099 Early Childhood Programs 0.5 hrs./180 days	07/01/2022

In Lieu Of Layoff (Continued)

Born, Cecilia B.	Preschool Teacher, Position #10880 McAuliffe 6.0 hrs./183 days Preschool Teacher, Position #9581 Sierra Linda 4.0 hrs./183 days	07/01/2022
Chavez, Beatris	Preschool Teacher, Position #10876 Driffill 6.0 hrs./183 days Preschool Teacher, Position #687 San Miguel 4.0 hrs./183 days	07/01/2022
De La Rosa, Leticia	Paraeducator – General Education, Position #7188 Ramona 4.17 hrs./183 days Preschool Assistant, Position #2664 Rose Avenue 3.0 hrs./183 days	07/01/2022
Figueroa, Ana G.	Paraeducator – General Education, Position #10672 Marina West 8.0 hrs./183 days Preschool Assistant, Position #9594 School Perform. & Student Outcomes 3.0 hrs./183 days	07/01/2022
Flores, Rosio	Preschool Teacher, Position #10877 Rose Avenue 6.0 hrs./183 days Preschool Teacher, Position #1111 Driffill 4.0 hrs./183 days	07/01/2022
Gamboa, Lorena L.	Paraeducator – General Education, Position #10662 Driffill 8.0 hrs./183 days Preschool Assistant, Position #2659 Early Childhood Programs 3.0 hrs./183 days	07/01/2022
Garcia, Rosa J.	Preschool Teacher, Position #10882 Ramona 6.0 hrs./183 days Preschool Teacher, Position #9580 Ramona 4.0 hrs./183 days	07/01/2022
Giles, Araceli C.	Paraeducator – General Education, Position #10117 Chavez 4.0 hrs./183 days Preschool Assistant, Position #9592 Early Childhood Programs 3.0 hrs./183 days	07/01/2022
Granados, Lorena	Preschool Teacher, Position #10905 Marina West 6.0 hrs./183 days Preschool Teacher, Position #1443 Ritchen 4.0 hrs./183 days	07/01/2022
Guzman, Ivette	Paraeducator – General Education, Position #10692 Soria 8.0 hrs./183 days Preschool Assistant, Position #2657 Educational Services 3.0 hrs./183 days	07/01/2022
Guzman Becerra, Maria G.	Paraeducator – General Education, Position #10704 Lemonwood 8.0 hrs./183 days Preschool Assistant, Position #443 Lemonwood 3.0 hrs./183 days	07/01/2022

In Lieu Of Layoff (Continued)

Kubilos, Teresita	Preschool Teacher, Position #10904 Ritchen 6.0 hrs./183 days Preschool Teacher, Position #767 San Miguel 4.0 hrs./183 days	07/01/2022
Layne, Maria I.	Paraeducator – General Education, Position #10682 Rose Avenue 8.0 hrs./183 days Preschool Assistant, Position #2665 Early Childhood Programs 3.0 hrs./183 days	07/01/2022
Lopez, Ana S.	Preschool Teacher, Position #10881 Ritchen 6.0 hrs./183 days Preschool Teacher, Position #9579 Ramona 4.0 hrs./183 days	07/01/2022
Magana, Yolanda	Preschool Teacher, Position #10899 Driffill 6.0 hrs./183 days Preschool Teacher, Position #1110 Driffill 4.0 hrs./183 days	07/01/2022
Mariscal, Alicia M.	Preschool Teacher, Position #10879 Sierra Linda 6.0 hrs./183 days Preschool Teacher, Position #2150 Sierra Linda 4.0 hrs./183 days	07/01/2022
Martinez, Ana G.	Preschool Teacher, Position #10883 Ramona 6.0 hrs./183 days Preschool Teacher, Position #10539 Early Childhood Programs 4.0 hrs./183 days	07/01/2022
Mendez, Maria G.	Preschool Teacher, Position #10886 Lemonwood 6.0 hrs./183 days Preschool Teacher, Position #6337 Lemonwood 4.0 hrs./183 days	07/01/2022
Merlo, Edna G.	Campus Assistant, Position #3066 Ritchen 4.17 hrs./180 days Campus Assistant, Position #9812 Early Childhood Programs 0.5 hrs./180 days	07/01/2022
Ojeda, Laura	Paraeducator – General Education, Position #10690 Chavez 8.0 hrs./183 days Preschool Assistant, Position #2576 Early Childhood Programs 3.0 hrs./183 days	07/01/2022
Ontiveros, Alma L.	Paraeducator – General Education, Position #10688 Soria 8.0 hrs./183 days Preschool Assistant, Position #9595 Early Childhood Programs 3.0 hrs./183 days	07/01/2022
Orozco, Georgina	Preschool Teacher, Position #10878 Brekke 6.0 hrs./183 days Preschool Teacher, Position #544 Harrington 4.0 hrs./183 days	07/01/2022

In Lieu Of Layoff (Continued)

Ortiz, Sandra	Paraeducator – General Education, Position #10674 McAuliffe 8.0 hrs./183 days Preschool Assistant, Position #2661 Early Childhood Programs 3.0 hrs./183 days	07/01/2022
Palomar, Ariana	Preschool Teacher, Position #10887 Harrington 6.0 hrs./183 days Preschool Teacher, Position #9582 Harrington 4.0 hrs./183 days	07/01/2022
Pamatz, Alejandra	Preschool Teacher, Position #10898 Brekke 6.0 hrs./183 days Preschool Teacher, Position #1297 Ritchen 4.0 hrs./183 days	07/01/2022
Perez, Angela M.	Preschool Teacher, Position #10884 Rose Avenue 6.0 hrs./183 days Preschool Teacher, Position #1496 Rose Avenue 4.0 hrs./183 days	07/01/2022
Rosenbaum, Christa Y.	Campus Assistant, Position #10766 Marshall 4.5 hrs./180 days Campus Assistant, Position #10317 Early Childhood Programs 0.5 hrs./180 days	07/01/2022
Tapia, Elena	Paraeducator – General Education, Position #10668 Kamala 8.0 hrs./183 days Preschool Assistant, Position #6360 Lemonwood 3.0 hrs./183 days	07/01/2022
Torres Garcia, Sanjuana	Preschool Teacher, Position #10875 Sierra Linda 6.0 hrs./183 days Preschool Teacher, Position #925 Rose Avenue 4.0 hrs./183 days	07/01/2022
Vanegas, Veronica	Preschool Teacher, Position #10885 Lemonwood 6.0 hrs./183 days Preschool Teacher, Position #1207 Lemonwood 4.0 hrs./183 days	07/01/2022

Layoffs

Ambriz, Saidi D.	Preschool Assistant, Position #1348 Driffill 3.0 hrs./183 days	06/17/2022
Barragan, Laura	Preschool Assistant, Position #2666 San Miguel 3.0 hrs./183 days	06/17/2022
Robles, Josephine C.	Preschool Assistant, Position #2580 Lemonwood 3.0 hrs./183 days	06/17/2022

Terminations

8803	Campus Assistant, Position #3065 Ramona 4.75 hrs./180 days	06/23/2022
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Release from Probation

11433	Secretary, Position #922 Enrollment Center 8.0 hrs./246 days	07/11/2022
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Resignations

Aranzazu, Rachelle M.	Paraeducator – General Education, Position #7192 Rose Avenue 3.167 hrs./183 days	06/17/2022
Chavez, Emmanuel	Health Assistant, Position #8436 Pupil Services 5.75 hrs./183 days	06/08/2022
England, Allison C.	Assistant Director of CNS, Position #2873 Child Nutrition Services 8.0 hrs./246 days	07/08/2022
Hernandez, Odalis	Paraeducator – General Education, Position #7176 Kamala 4.167 hrs./183 days	06/17/2022
Jacobo Luis, Itzel	Child Nutrition Worker, Position #81 Marina West 5.5 hrs./185 days	06/03/2022
Kelley, Andrew L.	Campus Assistant, Position #7269 Lemonwood 5.0 hrs./180 days	06/17/2022
Lainez, Sintya	Paraeducator – General Education, Position #10664 Elm 8.0 hrs./183 days	05/31/2022
Peros, Bonnie K.	Accounting Specialist IV, Position #1210 Budget & Finance 8.0 hrs./246 days	06/07/2022
Rodriguez, Petula S.	Outreach Specialist, Position #6077 McKinna 8.0 hrs./180 days	07/11/2022

Retirements

Colbert, Ronald K.	Child Nutrition Worker, Position #1000 Brekke 5.5 hrs./185 days	06/17/2022
Morales, Alfred	Custodian, Position #869 Elm 8.0 hrs./246 days	06/22/2022
Silva, Ana M.	Library Media Technician, Position #1039 Marina West 5.0 hrs./190 days	06/24/2022

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

Ayala, Noemi	Teacher, PE	2022/2023 School Year
Becker, Kate	Teacher, LA	2022/2023 School Year
Cervantes, Diana	Teacher, BCLAD	2022/2023 School Year
DeMattia, Brittany	Teacher, Special Education	2022/2023 School Year
Dorado Valenzuela, Ariana	Teacher, BCLAD	2022/2023 School Year
Garcia, Denise	Teacher, Special Education	2022/2023 School Year
Harrington, Christine	Speech Language Therapist	2022/2023 School Year
Harris, Olivia	Teacher, Science	2022/2023 School Year
Herrera, Adriana	Teacher, BCLAD	2022/2023 School Year
Langlois, Ross	Teacher, PE	2022/2023 School Year
Leon, Gabriela	Teacher, Special Education	2022/2023 School Year
Leos, Karla	Teacher, Special Education	2022/2023 School Year
Lopez, Bethany	Teacher, LA	2022/2023 School Year
Lopez, Stephanie	Teacher, Math	2022/2023 School Year
Magana, Salvador	Teacher, PE	2022/2023 School Year
Majda, Kristin	Instructional Specialist, Science	2022/2023 School Year
Marron, Ruby	Program Specialist, Behaviorist	2022/2023 School Year
Orosco, Samantha	Teacher, Special Education	2022/2023 School Year
Martin, Samuel	Teacher, Science	2022/2023 School Year
Meza, Ramon	Teacher, Science	2022/2023 School Year
Samudio, Delzy	Teacher, Multiple Subject	2022/2023 School Year
Stacy, Taylor	Teacher, Special Education	2022/2023 School Year
Umu, Tiarah	Teacher, PE	2022/2023 School Year
Vazquez, Ana	Teacher, BCLAD	2022/2023 School Year
Ward, Crittenden	Teacher, PE	2022/2023 School Year

Resignation

Batista, Marlene	Director, Human Resources	August 1, 2022
Behroozi, Nahal	Psychologist	June 30, 2022
Billings, Shannon	Speech Language Therapist	June 17, 2022
Dapron, Kimberly	Speech Language Therapist	June 17, 2022
Jeworski, Louisa	Teacher, LA	June 17, 2022
Lashin, Maddison	Psychologist	June 30, 2022
Samame, Natali	Teacher, Spanish	June 17, 2022
Stehle, Christopher	Teacher, PE	June 17, 2022
Vaqueiro, Carmen	Psychologist	June 30, 2022

Unpaid Leave of Absence

Valencia, Yocelin	Teacher	2022/2023 School Year
Willis, Jennifer	Teacher	2022/2023 School Year

Change of Assignment

De Los Santos, David	From: Assistant Principal at Frank	2022/2023 School Year
	To: Principal at Fremont	

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 03, 2022

Agenda Section: Section C: Consent Agenda

Establishment and Abolishment of Positions (Torres/Torres)

Establish

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 5561 to be established at Curren 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 9209 to be established at Sierra Linda 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 10594 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.

an eight-hour 246-day Administrative Assistant position number 11251 to be established in the Budget and Finance department. This position will be established to replace Office Assistant II position number 9811.

an eight-hour 246-day Executive Assistant to the Superintendent position number 11255 to be established in the Superintendent's Office department. This position will be established to replace Senior Executive Assistant to the Superintendent position number 9892.

an eight-hour 246-day Grounds Equipment Operator position number 11261 to be established in the Facilities department. This position will be established to replace Grounds Maintenance Worker I position 10402.

an eight-hour 246-day Maintenance Worker II position number 11260 to be established in the Facilities department. This position will be established to replace Maintenance Worker I position number 5845.

a six-hour 183-day Paraeducator – General Education position number 11262 to be established at Elm School. This position will be established to provide UTK support.

a six-hour 183-day Paraeducator – General Education position number 11263 to be established at McKinna School. This position will be established to provide UTK support.

a six-hour 183-day Paraeducator – General Education position number 11264 to be established at McKinna School. This position will be established to provide UTK support.

Abolish

a three-hour and ten-minute 183-day Paraeducator – General Education position number 7192 to be abolished at Rose Avenue School. This position will be abolished due to lack of work.

a four-hour and ten-minute 183-day Paraeducator – General Education position number 7176 to be abolished at Kamala School. This position will be abolished due to lack of work.

an eight-hour 246-day Maintenance Worker I position number 5845 to be abolished in the Facilities department. This position will be abolished as it is being replaced with Maintenance Worker II position number 11260.

FISCAL IMPACT:

Cost for 3 Paraeducators – Special Education: \$94,215 Special Education funds

Cost for 1 Administrative Assistant: \$85,261 General funds

Cost for 1 Executive Assistant to the Superintendent: \$128,518 General funds

Cost for 1 Grounds Equipment Operator: \$77,836 General funds

Cost for 1 Maintenance Worker II: \$85,281 General funds

Cost for 3 Paraeducators – General Education: \$123,597 General funds

Savings for 2 Paraeducators – General Education: \$36,370 General funds

Savings for 1 Maintenance Worker I: 81,019 General funds

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Amendment #1 to Agreement #22-43 – Terra Firma Enterprises (Torres/Magana)

At the Board Meeting of June 22, 2022, the Board of Trustees approved Agreement #22-43 with Terra Firma Enterprises to design, develop and implement a 4-hour training for the OSD Emergency Operation Command Team and a 7.5-hour training for Principals and Assistant Principals during the 2022-2023 academic school year, in the not to exceed amount of \$14,780.00

Amendment #1, in the amount of \$8,580.00, adds an additional training that will provide technical assistance to the Oxnard School District to design, develop and implement an Active Shooter Drill for the District's Incident Management Team (IMT), for a new total agreement amount of \$23,360.00.

FISCAL IMPACT:

Not to exceed \$8,580.00 – Safety Credits

RECOMMENDATION:

It is recommended by the Risk Manager, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Amendment #1 to Agreement #22-43 with Terra Firma Enterprises.

ADDITIONAL MATERIALS:

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

[Agreement #22-43, Terra Firma Enterprises \(22 Pages\)](#)

**Amendment #1 to Agreement #22-43 with
Terra Firma Enterprises
August 3, 2022**

At the Board Meeting of June 22, 2022, the Board of Trustees approved Agreement #22-43 with Terra Firma Enterprises to design, develop and implement a 4-hour training for the OSD Emergency Operation Command Team and a 7.5-hour training for Principals and Assistant Principals during the 2022-2023 academic school year, in the not to exceed amount of \$14,780.00

Amendment #1, in the amount of \$8,580.00, adds an additional training that will provide technical assistance to the Oxnard School District to design, develop and implement an Active Shooter Drill for the District's Incident Management Team (IMT), for a new total agreement amount of \$23,360.00.

Terra Firma Enterprises:

By: _____
Wendy H. Milligan

Date: _____

Oxnard School District:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OXNARD SCHOOL DISTRICT

Agreement #22-43

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of June 2022 by and between the Oxnard School District (“District”) and Terra Firma Enterprises (“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 **July 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.

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 Fourteen Thousand Seven Hundred Eighty Dollars (\$14,780.00), 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".

Wilson (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.

Wilson (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.

WMA (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: Norma Magana
Phone: 805.385.1501 x2443
Fax: 805.240.5963

To Consultant: Terra Firma Enterprises
181 Westminster Avenue
Ventura, CA 93003
Attention: Wendy H. Milligan
Phone: 805.642.5232
Fax: 805.642.2883

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.** **NORMA MAGANA** 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:

TERRA FIRMA ENTERPRISES:

Lisa A. Franz
Signature

[Signature]
Signature

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

WENDY MILLIGAN
Typed Name/Title

6-24-2022
Date

6/3/22
Date

Tax Identification Number: 95-6002318

Tax Identification Number: ^{SS#} 555-13-0976

Not Project Related

Project #22-43

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-43

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. 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 #22-43

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-43

COMPENSATION

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

***SEE ATTACHED PROPOSAL**

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$0.00 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 \$14,780.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-43

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)~~ one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).

(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 #22-43

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 #22-43

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-43

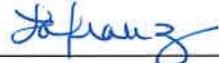
CONFLICT OF INTEREST CHECK

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, **TERRA FIRMA ENTERPRISES**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: 6-24-2022

By: 
Lisa A. Franz
Director, Purchasing



Terra Firma Enterprises
181 Westminster Avenue
Ventura, CA 93003
805-642-5232

**OXNARD SCHOOL DISTRICT
EMERGENCY MANAGEMENT SERVICES
TECHNICAL PROPOSAL**
April 2022

SCOPE OF WORK –

- **4 Hour - Incident Management Team Training** – Provide the OSD EOC Team with specific training on how to augment school sites emergency response for incidents when the school staff is available, when school staff is not available and when an incident occurs off site, i.e. during field trips or special events or camps. Training will focus on integrating into the emergency response organization, internal communications (District staff, school site staff), external communications (parents, emergency responders, City, and other school districts), the role of the Public Information Officer, and the Reunification process. Training will incorporate instructional material, GO TEAM Checklist and communication flowcharts, as well as hands-on application activities. This training will be offered sometime in August 2022.
- **7.5 Hour - Principal and Assistant Principal Boot Camp Training** – Provide Principals and Assistant Principals with a 7.5 training session to assist them through the initial response phase of a disaster. Training will focus on team leadership, setting up command, resources needed (supplies), coordination and communication and what to expect from the District Office. The training will also incorporate scenario-based activities to emphasize the training material and a mini-table top exercise to emphasize and practice the training materials. This training will be offered sometime in September 2022.
- **Update District's EOP** - TFE will provide technical assistance to update the EOP, and operational checklists for their Emergency Operations Center (EOC). The EOP will comply with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS). This update will take 6 – 7 months to complete.

PARTICIPATION OF OXNARD SCHOOL DISTRICT (OSD)

The OSD will provide a Project Manager to act as a principle point of contact for information and product reviews.

PROJECT COST DETAILS	
INCIDENT MANAGEMENT TEAM TRAINING	
Course Development – TFE will design a 4 -hour course that will be delivered to the District’s EOC Team and will focus on being part of an Incident Management Team responding to a school site or off-site location.	\$2,350.00
Instruction Time – Course is 4 hours in length. Includes set-up and breakdown down.	\$650.00
TOTAL COST NOT TO EXCEED FOR INCIDENT MANAGEMENT TRAINING	\$3,000.00
PRINCIPAL AND ASSISTANT PRINCIPAL BOOT CAMP	
Course Development – TFE will design a 7.5 - hour course that will be delivered to the Principals and Assistant Principals. Training will focus on successfully leading your school site team through an emergency response. Training will incorporate scenario-based activities to emphasize the training materials.	\$3,500.00
Instruction Time – Course is 7.5 hours in length. Includes set-up and breakdown down.	\$1,000.00
TOTAL COST NOT TO EXCEED FOR PRINCIPAL AND ASSISTANT PRINCIPAL TRAINING	\$4,500.00
UPDATING THE DISTRICT EOP	
Understand the Situation – TFE will review the current copy of the District’s EOP and compare the Plan against the existing State and Federal requirements and identify gaps and areas that could be improved, present report and findings to Stakeholders group.	\$520.00
Stakeholder Meetings – TFE will schedule meetings with stakeholders, prepare agendas and presentation materials. TFE will facilitate each of these meetings. Two stakeholder meetings are recommended: <ul style="list-style-type: none"> • Meeting #1 – Stakeholders Gap Workshop with stakeholders. Discuss EOP update process, Present findings of EOP reviews. Develop Courses of Action for gap areas. • Meeting #2 – Overview of draft revised EOP. 	\$1040.00
Draft Revised EOP & Organization - TFE will update and streamline the EOP, checklists and supporting material to comply with SEMS/NIMS regulations and guidelines. Special attention will be focused on how to best incorporate the gap workshop information into the existing EOP. Contractor will submit draft plan to Project Manager for review, input and approval.	\$5,200.00
Compilation of Final Documents - Contractor will incorporate comments from Project Manager and other stakeholders into final draft of the EOP. One digital copy of the plan will be provided to Project Manager.	\$520.00
TOTAL COST NOT TO EXCEED FOR UPDATING THE DISTRICT EOP	\$7,280.00
TOTAL COST FOR TRAININGS AND EOP UPDATE	\$14,780.00

TIMELINE

The Incident Management Training will be scheduled to take place during the month of August 2022.

The Principal/Assistant Principal training will be scheduled to take place during the month of September 2022

The EOP will be updated by November 2022.

PAYMENT SCHEDULE

TFE will invoice the District at the beginning of each month for any hours that were worked in the previous month.

GENERAL STATEMENT OF FINANCIAL CONDITION

TFE stands on a solid financial foundation. It has no liens, or judgments pending, nor has any outstanding liabilities. TFE has sufficient resources to perform tasks as outlined.

Although TFE stands by the quality of its products, the OSD must understand that disaster preparedness is not an exact science, and the products TFE offers do not guarantee the safety of any individual, structure, or organization in a disaster. TFE assumes no liability for deaths, injuries, or property damage resulting from a disaster.

TFE holds Commercial General Liability (\$2,000,000) and Errors and Omission (\$1,000,000.) insurance policies with Atain Specialty Insurance Company and Continental Casualty Company both rated "A" (Excellent) VIII by A.M. Best.

CONSULTANT QUALIFICATIONS

Wendy Haddock Milligan of TFE brings with her over 30 years of experience in the field of emergency management. Eight of those years she spent with the Ventura County Sheriff's Department Office of Emergency Services (OES). As the Assistant Director of Ventura County Sheriff's OES, she acquired an extensive base of knowledge about the County, the cities in the County and the numerous special districts. She has met federal and state requirements with all county response plans, created a nationally recognized community disaster training program, designed and implemented numerous training exercises for private and public sectors, coordinated the response to six presidential disasters, and has recovered millions of dollars for the County in the Federal and State reimbursement process.

Not only does Wendy Haddock Milligan have years of experience in the field of emergency management, she also holds a Master's Degree in Public Administration, a certification from the International Association of Emergency Management as a Certified Emergency Manager, a Master

Exercise Practitioner certification from the Federal Emergency Management Agency and a certificate as a Hazardous Materials Emergency Manager from the University of California at Davis.

Wendy has written over 80 comprehensive Emergency Operations Plan ranging from small jurisdictions to large counties and has designed and implemented over 80 exercises varying from specific drills to full-scale weapons of mass destruction exercises and has trained thousands of professionals learning more about emergency management, SEMS and NIMS.

For a complete listing of plans, trainings and exercises, refer to TFE website: www.TerraFirmaEnterprises.com.

***This quote is valid for 30-days from the date of this proposal.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
All persons or organizations as required by written contract with the insured.	Locations as required by specific, written contract.

- A. **SECTION II -WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such a person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

A person' or organizations status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

Additional Insured Contractual Liability

"Bodily injury" or "property damage" for which the "additional insured(s)" are obligated to pay damages by reason of the assumption of liability in a contract or agreement.

Finished Operations or Work

"Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization.

Negligence of Additional Insured

"Bodily injury" or "property damage" directly caused by or resulting from the negligence of the "additional insured(s)".

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

This endorsement is effective on the inception date of the policy unless otherwise stated below. (The information below is required only when this endorsement is issued subsequent to preparation of the policy).

Policy Number: BWPF0000763R01
Named Insured: Terra Firma Enterprises
Endorsement Effective date:

PRODUCER
 AUTO INS SPECIALISTS-CA
 PO BOX 10160
 SANTA ANA, CA 92711-0730

042870 04

TELEPHONE:(800) 493-7879



**AUTOMOBILE POLICY DECLARATIONS
 IMPORTANT COVERAGE EXCLUSION**

APPLICABLE TO ALL COVERAGES, INCLUDING BUT NOT LIMITED TO, LIABILITY AND UNINSURED MOTORISTS, PROVIDED NOW OR LATER.

It is agreed that the insurance afforded by this policy shall not apply nor accrue to the benefit of any insured or any third party claimant when any motor vehicle is being used or operated by a person listed below regardless of where the person resides or whether the person is licensed to drive.

POLICY NUMBER

0401 04 006154461

POLICY PERIOD

FROM 01/04/2022 12:01AM TO 07/04/2022 12:01AM

PERSONS INSURED

NAMED INSURED
 RONALD MILLIGAN

DRIVERS
 RONALD MILLIGAN
 WENDY MILLIGAN
 PARKER MILLIGAN

MAILING ADDRESS 181 WESTMINSTER AVENUE
 VENTURA, CA 93003

CAR	YEAR	VEHICLE DESCRIPTION	SERIAL NUMBER	COST OR VALUE	NEW/USED	PURCH. DATE	H.P./CID
1	2009	ACURA TSX SED 4DR	JH4CU26679C024007		N	08/2009	
2	2015	KIA FORTE LX SED 4DR	KNAFK4A67F5421320		U	12/2017	
3	2016	DODGE RAM TRUCK 1500 L PKP 4X4 2D	1C6RR7PT4GS296734		U	08/2018	

CAR	LP-AH-LA GA-RO	LOSS PAYEES (LP), ADDITIONAL INTERESTS (AI), LOSS PAYEES AND ADDITIONAL INTERESTS (LA), GARAGING ADDRESSES (GA) AND REGISTERED OWNERS (RO) OTHER THAN THOSE LISTED ABOVE.	PO BOX	CITY	STATE	ZIP
2	LP	CARMAX	440609	KENNESAW	GA	30160
2	RO	PARKER MILLIGAN				

Coverage applies only if premium charge is listed below. Coverage/Limits are subject to all policy terms.

COVERAGES	LIMITS OF LIABILITY			PREMIUMS			NON-FACTORY EQUIPMENT			
				CAR1	CAR2	CAR3	ITEMS INSURED AND AMOUNTS OF INSURANCE FOR EACH ITEM ARE STATED HEREIN. ITEMS INSURED ARE SUBJECT TO THE DEDUCTIBLE.			
BODILY INJURY LIABILITY	\$100,000	EACH PERSON	\$ 300,000	EACH ACCIDENT	129	270	126			
PROPERTY DAMAGE LIABILITY	\$100,000	EACH ACCIDENT			135	243	209			
UNINSURED MOTORISTS BODILY INJURY LIABILITY	\$100,000	EACH PERSON	\$ 300,000	EACH ACCIDENT	61	91	57			
UNINSURED MOTORISTS PROPERTY DAMAGE LIABILITY	\$	MAXIMUM								
COLLISION DEDUCTIBLE WAIVER					3	3	3			
MEDICAL EXPENSE	\$									
LEASE/LOAN GAP COVERAGE	CAR	CAR	CAR							
REPAIR OR REPLACEMENT COST COVERAGE	CAR	CAR	CAR							
COMPREHENSIVE	DEDUCTIBLE CAR1	\$500	CAR2 \$500	CAR3 \$500	19	42	27			
COLLISION	DEDUCTIBLE CAR1	\$500	CAR2 \$500	CAR3 \$500	184	399	191			
ROADSIDE ASSISTANCE (FOR TOWING SERVICES)*	EACH OCCURRENCE CAR1	\$75	CAR2 \$75	CAR3 \$75	4	4	4			
RENTAL CAR BENEFIT	\$	PER DAY	DAYS							
ENDORSEMENTS ATTACHED TO THE POLICY					PREMIUMS PER CAR					
U-10 12/2018					535	1052	617			
					POLICY FEE					
								TOTAL PREMIUM	2,206.64	

IMPORTANT INFORMATION

*For Non-Towing Services, Limit of Liability is \$75 per Occurrence. Maximum 5 Occurrences in total for Towing and Non-Towing services per policy period.

EFFECTIVE 01/04/2022

The enclosed Auto Insurance Renewal Bill and the U251 IMPORTANT NOTICE are part of this policy. These specify the amount of your premium, your payment options, any applicable fees, and the due date. Your automobile insurance expires and coverage ceases at 12:01AM on 01/04/2022. Coverage under this policy will become effective provided you pay the premium and any applicable fees as indicated on the Auto Insurance Renewal Bill. If you have any questions, please contact your agent or broker at the phone number provided above.

MAILED TO:

RONALD MILLIGAN
 181 WESTMINSTER AVENUE
 VENTURA, CA 93003

POLICY NUMBER: 0401 04 006154461
 MAILING DATE : 12/03/2021

NOTICE

This policy is continuous until cancelled or nonrenewed with respect to the interest of the Loss Payee(s) or Additional Interest(s) named on the reverse side hereof.

LOSS PAYABLE ENDORSEMENT

With respect to the interest of the loss payee named on the reverse side hereof, its successors and assigns, (hereinafter called the Lien-Holder) in its capacity as conditional Vendor or Mortgagee or otherwise, in the property insured under this policy, this Company hereby agrees as follows:

1. Loss or damage, if any, to the property described in this policy shall be payable firstly to the Lien-Holder and secondly to the insured, as their interests may appear, provided nevertheless that upon demand by the Lien-Holder upon the Company for separate settlement the amount of said loss shall be paid directly to the Lien-Holder to the extent of its interest and the balance, if any, shall be payable to the insured.
2. The insurance under this policy as to the interest only of the Lien-Holder shall not be impaired in any way by any change in the title or ownership of the property or by any breach of warranty or condition of the policy, or by any omission or neglect, or by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subjection of the property to any conditions, use or operation not permitted by the policy or because of any false statement concerning this policy or the subject thereof, by the insured or the insured's employees, agents or representatives; whether occurring before or after the attachment of this agreement, or whether before or after the loss; PROVIDED, however, that the wrongful conversion, embezzlement or secretion by the Purchaser, Mortgagor, or Lessee in possession of the insured property under mortgage, conditional sale contract, lease agreement, or other contract is not covered under this policy, unless specifically insured against and premium paid therefor.
3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy, this Company agrees to give written notice to the Lien-Holder of such nonpayment of premium. The rights of the Lien-Holder under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days after the mailing of such notice.
4. If the Company elects to cancel this policy in whole or in part for nonpayment of premium, or for any other reason, the Company will forward a copy of the cancellation notice to the Lien-Holder at its office specified hereinafter concurrently with the sending of notice to the insured but in such case this policy shall continue in force for the benefit of the Lien-Holder only for ten (10) days after written notice of such cancellation. In no event, as to the interest only of the Lien-Holder, shall cancellation of any insurance under this policy covering the property described in the policy be effected at the request of the insured before ten (10) days after written notice of cancellation shall have been given to the Lien-Holder by the Company. In the event of cancellation of this policy the unearned premium shall be paid to the Lien-Holder, provided the said Lien-Holder has advanced the premium.
5. If there be any other insurance upon the within-described property, this Company shall be liable under this policy as to the Lien-Holder only for the proportion of such loss or damage that the sum hereby insured bears to the whole amount of valid and collectible insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lien-Holder, and to the extent of payment so made this Company shall be subrogated (pro rata with all other insurers contributing to said payment) to all of the Lien-Holder's rights of contribution under said other insurance.
6. Whenever this Company shall pay to the Lien-Holder any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company at its option, may pay to the Lien-Holder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy, (with refund of all interest not accrued), and this Company shall thereupon receive a full assignment and transfer, without recourse, of said obligation and the security held as collateral thereto; but no subrogation shall impair the right of the Lien-Holder to recover the full amount of its claim.
7. The coverage granted under this policy shall continue in full force and effect as to the interest of the Lien-holder only, for a period of ten (10) days after expiration of said policy unless an acceptable policy in renewal thereof with loss thereunder payable to the Lien-Holder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lien-Holder. In the event of a loss not otherwise covered during the extended ten (10) day period herein referred to, an annual policy covering the same hazards to the property insured under the original policy shall be issued and accepted by the Lien-Holder and Mortgagor.
8. Should the ownership and right of possession of any of the property covered under this policy become vested in the Lien-Holder or its agent, this policy shall continue for the term thereof for the benefit of the Lien-Holder (with all incidents of ownership of the policy) but, in such event, Paragraphs two (2), five (5), and six (6) of this Automobile Loss Payable Endorsement shall no longer apply; provided, nevertheless, all privileges and endorsements which, by reason of the printed conditions of this policy, are or may be necessary to maintain the validity of the contract, and hereby granted for a period of thirty (30) days and all notices likewise required to be given to the Company by the insured are hereby waived for a period of thirty (30) days with the exception of requirements applying at the time of or subsequent to a loss.
9. All notices herein provided to be given by the Company to the Lien-Holder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lien-Holder at its office or branch as set forth on the reverse side hereof.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the above mentioned policy, other than as above stated.

U-49A (Revised)

ADDITIONAL INTEREST ENDORSEMENT

If this policy is cancelled, prior to its expiration date, ten (10) days advance notice of such cancellation will be given to the additional interest named on the reverse side. Only the bodily injury and property damage liability insurance provided by the policy, to "any other person or organization" extends to the additional interest. This does not affect the coverage provided by the policy, to any other insured.



OXNARD SCHOOL DISTRICT WORKER'S COMPENSATION INSURANCE CERTIFICATION

I, Wendy Milligan, certify that in the performance of my agreement with the Oxnard School District (OSD), Terra Firma Enterprises (TFE) shall not employ any person in any manner so as to become subject to the Worker's Compensation Laws of California.

I agree that should TFE become subject to the Worker's Compensation Laws of California during the term of the agreement, I will notify the OSD and comply with those laws immediately.

Wendy Haddock Milligan
President
Terra Firma Enterprises

May 12, 2022
Date Signed

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Amendment #1 to Agreement #22-52 – Restorative Justice Services, LLC (DeGenna/Nocero)

At the Board meeting of June 22, 2022, the Board of Trustees approved Agreement #22-52 with Restorative Justice Services, LLC to provide Restorative Justice training to Administrative Staff and teachers during the 2022-2023 school year in the amount not to exceed \$12,000.00.

Amendment #1 in the amount of \$4,500.00, is required to cover an additional day of training during the 2022-2023 school year, for a new total agreement amount of \$16,500.00.

FISCAL IMPACT:

Not to exceed \$4,500.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #22-52 with Restorative Justice Services, LLC.

ADDITIONAL MATERIALS:

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

[Agreement #22-52, Restorative Justice Services, LLC \(15 Pages\)](#)

**Amendment #1 to Agreement #22-52 with
Restorative Justice Services, LLC
August 3, 2022**

At the Board meeting of June 22, 2022, the Board of Trustees approved Agreement #22-52 with Restorative Justice Services, LLC to provide Restorative Justice training to Administrative Staff and teachers during the 2022-2023 school year in the amount not to exceed \$12,000.00.

Amendment #1 in the amount of \$4,500.00, is required to cover an additional day of training during the 2022-2023 school year, for a new total agreement amount of \$16,500.00.

RESTORATIVE JUSTICE SERVICES, LLC:

By: _____
Lyra D. Monroe, MPA

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OXNARD SCHOOL DISTRICT
Agreement #22-52

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 22nd day of June 2022 by and between the Oxnard School District (“District”) and Restorative Justice Services, LLC (“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 **July 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.
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 Twelve Thousand Dollars (\$12,000.00), 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 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.

dim (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: Dr. Jodi Nocero
Phone: 805.385.1501, x2161
Fax: 805.487.9648

To Consultant: Restorative Justice Services, LLC
226 W. Ojai Ave., #101-332
Ojai, CA 93023
Attn: Lyra D. Monroe
Phone: 805.453.7219
Email: rjrcenter@yahoo.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.** DR. JODI NOCERO 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:

RESTORATIVE JUSTICE SERVICES, LLC:

Lisa A. Franz
Signature

[Handwritten Signature]
Signature

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

Lyra/Lisa D. Monroe, Manager
Typed Name/Title

6-28-2022
Date

6-11-22
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 83-4068920

- Not Project Related
- Project #22-52

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-52

SERVICES

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

Provide Restorative Justice Training during the period of July 1, 2022 through June 30, 2023

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

N/A

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 #22-52

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-52

COMPENSATION

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

Total compensation shall not exceed Twelve Thousand Dollars (\$12,000.00), 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 \$12,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #22-52

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-52

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 #22-52

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 #22-52

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-52

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, **RESTORATIVE JUSTICE SERVICES, LLC**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: 6-28-2022

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

Restorative Justice Services
Lyra D. Monroe
805/453-7219
rjrcenter@yahoo.com

Option 1: Focus – Community Building & Restorative Interventions

3-Day Training for Administrators, Counselors, Highly Involved Teachers, Change Agents

- Principles of Restorative Justice/Restorative Approaches
- Restorative Tools
- Multi-Tier Approach
- Trauma & Trauma Awareness
- Community Building Micro & Macro Levels
- Facilitating Community Building Circles
- Facilitating Dialogues in Minor Disputes
- Facilitating Dialogues in Significant Disputes with Student, Parent, Staff
- Hands On/Experiential Learning and Preparation
- On-going coaching and support

**This training prepares the individual to implement restorative approaches into the school community, including facilitating community building circles, facilitating low conflict and high conflict events/disputes such as fights, aggression, etc...

Cost: 13 to 25 People \$12,000
Groups of 12 or less \$10,000

Option 2: Focus – Community Building

1-Day Training for Classified/Unclassified Staff, Teachers, Para Professionals, District Staff, Parents

- Key Elements of Restorative Approaches
- Community Building micro level and macro level
- Community Building Circles Tools and Practice -
- Building Community Components
- Hands On/Experiential Learning and Preparation
- On-going coaching and support

**This training prepares the individual to facilitate community building circles and to start the process of a culture shift. This training does NOT provide training in facilitating low nor high conflict issues.

Cost: Up to 30 People \$4,500

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #22-55 – Positive Adventures, LLC (DeGenna/Shea)

Positive Adventures, LLC will provide an Educational Outdoor Program for 5th grade classes from 17 school sites in Oxnard School District. The program includes a 2-3 hour on-campus team building experience, followed by a full day outdoor education trip to Camp Lawrence Daley at Mt. Crags & Camp Gilmore to include Environmental Science Lessons.

Term of Agreement: August 4, 2022 through June 30, 2023

FISCAL IMPACT:

\$221,085.00 – ELOP Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-55 with Positive Adventures, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-55, Positive Adventures, LLC \(10 Pages\)](#)

Positive Adventures, LLC Services Agreement
Oxnard School District – 5th Grade Fall Outdoor Education – On Campus/Malibu, CA

This agreement (the "Agreement") is between *Positive Adventures, LLC* ("Outfitter") and *Oxnard School District* ("Client") and is effective as of the date of board approval by the Oxnard School District School Board of this Agreement ("Effective Date") who in consideration of the mutual agreements and covenants contained herein, and for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

Engagement. Client hereby engages Outfitter on an exclusive basis and Outfitter accepts engagement as an independent contractor to Client, pursuant to the terms set out in this Agreement.

Compensation. Client agrees to pay for services rendered under this Agreement in accordance with Exhibit A, plus all applicable state and local taxes that may be payable by Client, including but not limited to sales/use tax, excise tax and gross receipts tax.

Outfitter Services. Outfitter will provide an "Educational Outdoor Program" (the "Program") for the 5th grade class at seventeen (17) schools.

The Program includes various program components in Spring of 2023.

Spring 2023:

Day 1: One (1) session of on campus adventure team building and social emotional learning skill development. 2.5 hours in length.
 Day 2: One (1) full day outdoor education trip at Camp Lawrence Daley at Mt. Crags & Camp Gilmore focused on 5th grade environmental science standards.

Cohorts: The cohorts consisting of 2-3 5th grade classes each, will participate in the program during the following dates and times:

Spring 2023 Dates:

Cohort	Max # Kids	On Campus	Start/End Times	Field Trip	Start/End Times	Schools Assigned
1		2/28/2023	TBD	3/1/2023	TBD	TBD(2 Schools Per Day)
2		3/2/2023	TBD	3/3/2023	TBD	TBD(2 Schools Per Day)
3		3/7/2023	TBD	3/8/2023	TBD	TBD(2 Schools Per Day)
4		3/9/2023	TBD	3/10/2023	TBD	TBD(2 Schools Per Day)
5		5/23/2023	TBD	5/24/2023	TBD	TBD(2 Schools Per Day)
6		5/25/2023	TBD	5/26/2023	TBD	TBD(2 Schools Per Day)
7		5/30/2023	TBD	5/31/2023	TBD	TBD(2 Schools Per Day)
8		6/1/2023	TBD	6/2/2023	TBD	TBD(2 Schools Per Day)

** Rain makeup dates will be offered and scheduled by December of 2022.**

The Program is facilitated and instructed using experiential education methods, including, but not limited to:

- Experiential Leadership Development Experiences
- Team Building Activities Focused on Social and Emotional Learning
- Environmental Science Lesson Plans Focused on 5th Grade Science Standards (Ecosystems and Watersheds)

Location/Time: The location for the Program will be held at the following locations or an alternative location(s) mutually agreed by Outfitter and Client. The specific times of programming will be determined in the operations phase.

Outfitter Responsibilities:

- Provide an experience-based program, as indicated above and below;
- Provide staff to student ratios for all activities that are in accordance with Positive Adventures' standards;
- Maintain current liability insurance, as indicated below;
- Information about the Program will be provided to the Client;
- Outfitter shall ensure that all of its staff that have contact with Client's students during the Program have satisfactorily passed a background check for criminal records, including sexual abuse and molestation, and completed a live scan biometric fingerprint screen;
- Outfitter shall have an emergency response plan in place for emergencies that may occur during the Program, including, but not limited to, natural disasters and medical emergencies. A document outlining Outfitter's emergency response plan will be provided to Client for review prior to the Program start date;
- Outfitter is responsible to safely secure and keep private all Personal Health Information provided by Client. In the event there is an accidental or intentional disclosure of the Personal Health Information in Outfitter's care, custody or control, Outfitter is responsible for all costs incurred (fines, penalties, defense, indemnification & remediation) as a direct result of such accidental or intentional disclosure;

Client and Program Participant Responsibilities:

- Provide at least eight (8) chaperones per school for the duration of the Program;
- Provide transportation and travel to and from the Program Location;
- Distribute to all Program participants and chaperones, and collect from all Program participants and chaperones, signed Participant Program Information (including Medical History for and Release Form);
- Turn in completed outdoor education emergency forms separated into seven (7) Trail Groups per school containing up to 14 students and at least one (1) chaperone in each Trail Group no later than 14 days prior to the Program (the "Packet Due Date");
- Inform Program participants about the nature of Program;
- Client must notify Outfitter of the final number of Program participants two weeks prior to the program date
- Client will return the majority of the completed Program participant information, waivers and medical forms, to Outfitter by Packet Due Date, as well applicable information, waiver and medical forms required for Program chaperones. Client shall coordinate with Program participants in order to ensure the timely return of completed Program participant information, waivers and medical forms. It is understood and agreed by both Outfitter and Client that, due to late Program participant enrollment, several Program participant information, waiver and medical forms may be turned in after this due date. In order to give Outfitter adequate review time for any potential risk management issues, Client must provide Outfitter any and all late Program participant forms as soon as reasonably practical on Client's receipt of the late forms. Should late forms be flagged by Outfitter at Outfitter's sole discretion, Client agrees and accepts that there is the potential of delaying involvement of certain Program participants in the Program until the risk is mitigated and resolved to the reasonable satisfaction of Outfitter;
- When Client returns Program participant and/or Program chaperone information, waiver and/or medical forms after the Packet Due Date, it is understood and agreed by both Client and Outfitter that Outfitter may be unable to accommodate the medical needs and any individual needs of any and all Program participants or Program chaperones where forms are received late;
- Designate certain individuals and/or entities as "on-call personnel," who will be contacted by Outfitter in the event of an emergency or evacuation during the Program (the "On-Call Personnel"). By the Packet Due Date, Client will notify Outfitter of the designated On-Call Personnel, and provide Outfitter with the contact information and location of the On-Call Personnel;

Additional Responsibilities. Client and Outfitter each acknowledge and agree that additional responsibilities, in addition to those listed above, may be required of both Client and Outfitter before, during and after the Program. Similarly, certain responsibilities listed above may not apply to the current Program. In order to effectuate the intent of this Agreement and to provide the Program as agreed, in the most efficient manner, Client and Outfitter each agree to comply with any and all reasonable requests related to the addition and/or removal of Client and/or Outfitter responsibilities. Should any of the responsibilities listed above with regard

to Outfitter or Client not apply or not be necessary to the current Program, either Outfitter or Client will advise the other party of such removal of responsibility as soon as practicable.

Medical Form & Waiver. Program Paperwork including waivers and medical forms may be available to the Client in digital form. Digital outdoor education forms must be completed fourteen (14) days prior to the Program (the "Packet Due Date").

Mail All Program Participant and Program Chaperone Medical Forms and Waivers Using a Tracked Carrier To:
Positive Adventures, LLC
Attention: Outdoor Education Department
4907 Morena Blvd, Suite 1401
San Diego, CA 92117

Compensation: Client agrees to pay the fees to Outfitter as provided on Exhibit A attached hereto and incorporated herein.

Emergency Contact: Outfitter's emergency contact number is 858-239-4400. Client will provide emergency contact phone number(s) for its On-Call Personnel to Outfitter by the Packet Due Date.

Cancellation: In the sole discretion of Outfitter, Outfitter reserves the right to substitute Program offerings, venues, or activities due to weather, natural disasters, Program participant and/or Client readiness, or any and all other unforeseen circumstances including Force Majeure. In the event the Program is canceled for reasons listed above or otherwise, Outfitter and Client agree to reschedule the Program for a mutually agreeable date and time within six (6) months of the originally scheduled Program rather than cancel the Program. Client acknowledges and agrees that Outfitter incurs an increasing amount of expenses as the scheduled Program approaches, including expenditures related to business overhead, regardless of whether the Program takes place. If prior to cancellation Outfitter incurs any non-refundable expenditures, a rescheduling fee will apply.

Client and Outfitter agree to the following refund schedule if either party cancels or postpones the scheduled Program and/or Program service including due to Force Majeure:

- 50% of the First Deposit is non-refundable and non-transferable to a future program.
- Any cancellation of the Program more than thirty (30) days before the Program start date, and where the Program is not timely rescheduled, the Outfitter will retain the First Deposit and any additional charges incurred by Outfitter related to the additions and/or changes made to the Program by Client.
- In the event the Program is canceled with less than thirty (30) days' notice and not timely rescheduled, Client must pay the total Program fee, including any additional charges incurred by Outfitter related to the additions and/or changes made to the Program by Client.

Authority. Outfitter provides the Services as an independent contractor. Notwithstanding anything to the contrary in this Agreement, neither Client nor Outfitter may bind the other in any way, whether orally or in writing. The parties acknowledge that neither Outfitter nor any agent, employee, officer, representative or independent contractor of or retained by Outfitter is or may be deemed to be an employee, partner, joint venturer or agent of or with Client by reason of this Agreement.

Other Vendors. Client agrees that Outfitter may arrange for independent contractors and third-party vendors to provide certain services to Client. While Outfitter ensures that all Outfitter staff that are brought into contact with Client's students during the Program will have satisfactorily passed a background check for criminal records, including sexual abuse and molestation, and completed a live scan biometric fingerprint screen, Outfitter does not represent, and Client expressly acknowledges, that any and all independent contractors and/or third party vendors brought by Outfitter into contact with the Client will have satisfactorily passed a background check for criminal records including sexual abuse and molestation or completed a live scan biometric fingerprint screen.

Confidentiality. From time to time during the Term of this Agreement, either party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party") information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as

"confidential" (collectively, "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Party or any of its directors, officers, employees, agents, advisors or consultants ("Representatives"); (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its Representatives prior to being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.

The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Section caused by any of its Representatives. On the expiration or termination of this Agreement, the Receiving Party shall promptly return, and shall require its Representatives to return to the Disclosing Party all copies, whether in written, electronic or other form or media, the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition to all other remedies available at law, the Disclosing Party may seek equitable relief against the Receiving Party and its Representatives to prevent the breach or threatened breach of this Section. The terms of this Agreement are in addition to the terms of any separate non-disclosure agreement in effect between the parties, and in the event of any inconsistency between the terms of such agreements, those terms which are most protective of the Confidential Information shall prevail.

Insurance and Indemnification. Client will fully defend, indemnify, and hold harmless (collectively "indemnify" and "indemnification") Outfitter and its directors, officers, employees, agents, and any and all affiliates (collectively, "Indemnified Parties") from and against all third-party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and costs), arising out of or relating to the Program, in each case whether or not caused by the negligence of Outfitter or any other Indemnified Party and whether or not the relevant claim has merit, except for third party claims that directly arise out of Program Services that are staffed, supervised, or controlled directly and solely by Outfitter.

Outfitter will fully defend, indemnify, and hold harmless (collectively "indemnify" and "indemnification") Client and its directors, officers, employees, agents, and any and all affiliates (collectively, "Indemnified Parties") from and against all third-party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and costs) directly caused by the negligence of Outfitter and whether or not the relevant claim has merit, except for claims that arise out of Program services that are staffed, supervised or controlled by Client or where Outfitter personnel are not present or responsible for Client (i.e. free time, after 10 pm, overnight, and morning before 9 am).

Insurance.

- Ten (10) days prior to the start of Program, certificates of insurance evidencing the following will be provided by each respective party to the other, and shall evidence the continuous and uninterrupted insurance coverage throughout the term of the Program(s). Both parties shall list the other as an "additional insured," including a mutual waiver of subrogation unless specifically modified below.
- All insurance policies to be written on an "occurrence form."
- Each insurance policy shall name the respective party as an additional insured, with the exception of the workers compensation policy, which will provide evidence of the coverage.
- Insurance carriers shall be California admitted and rated by the most current edition of AM Best at least A- / IX.
- Commercial General Liability insurance policy limits must be at least \$2 Million each occurrence and \$4 Million annual aggregate, and must cover all activities, programs, products, and completed operations of the insured. There must be no exclusion for sexual abuse or molestation. Policy limits for sexual abuse and molestation will meet all district requirements^c

- Commercial Automobile insurance policy with a minimum limit of \$1 Million combined single limit.
- Evidence of California Workers' Compensation insurance coverage, including a waiver of subrogation in favor of Client is also required. Outfitter shall also require all of its subcontractors, vendors, independent contractors to maintain the same types and limits and extensions of insurance required of Outfitter under this contract.
- Copies of insurance policies may be requested by either party.
- No insurance policy may be cancelled without thirty (30) days' prior written notice to the other party to this Agreement.
- Since it is believed to be a responsibility of participants, Outfitter does not provide health, medical, dental, vision, or accident insurance to cover Program participants. Program participants who are not covered by other policies are encouraged to purchase trip insurance for the duration of the Program.

Permits/Licenses. Outfitter agrees to secure and maintain in force all permits and licenses required by law for the provision of the services in the Agreement.

Affirmative Action Employment. Outfitter and Client agree not to engage in unlawful discrimination or harassment in employment of persons of any protected class.

Warranties and Disclaimer. **OUTFITTER PROVIDES THE SERVICES "AS-IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED. OUTFITTER DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE, VALIDITY, ACCURACY, OR RELIABILITY OF THE SERVICES, OR THAT THE SERVICES WILL YIELD ANY PARTICULAR RESULT.** Client represents and warrants that all Confidential Information provided by Client to Outfitter in connection with the Services are owned by Client and Outfitter's use of Confidential Information will not violate or infringe upon the intellectual property or proprietary rights of any third party or violate any law, rule or regulation.

Limitation of Liability. **TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT WILL OUTFITTER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE). IN NO EVENT WILL OUTFITTER'S LIABILITY TO CLIENT OR ANY THIRD PARTY EXCEED (IN THE AGGREGATE) THE AMOUNT PAID BY CLIENT TO OUTFITTER FOR SERVICES RENDERED.**

Governing Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of California.

Venue and Jurisdiction. All actions and proceedings arising in connection with this Agreement must be tried and litigated exclusively in the state and federal courts located in San Diego County, California. Prior to litigating or formally arbitrating any dispute arising out of this Agreement, Outfitter and Client agree to first meet and confer within seven (7) day of receiving notice of a dispute and work together to resolve the dispute informally. If such meet and confer efforts are not successful, the parties may mutually agree to submit any dispute arising out of this Agreement to mediation and proceed to arbitration or litigation only if mediation is unsuccessful.

Counterparts and Exhibits. This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one document. Signature pages to this Agreement may be delivered to a party by fax, pdf or similar electronic means and such pages shall constitute an original for all purposes under this Agreement. All exhibits attached to and referenced in this Agreement are incorporated into this Agreement.

Attorneys' Fees. The prevailing party(ies) in any litigation, arbitration, mediation, bankruptcy, insolvency or other proceeding ("Proceeding") relating to the enforcement or interpretation of this Agreement may recover from the non-prevailing party(ies) all costs, expenses, and reasonable attorney's fees (including expert witness fees and other reasonable fees and costs) relating to or arising out of (i) the Proceeding (whether or not the Proceeding proceeds to judgment), and (ii) any post-judgment or post-award proceedings, including, without limitation, one to enforce or collect any judgment or award resulting from the Proceeding and all

appeals. All such judgments and awards must contain a specific provision for the recovery of all such subsequently incurred costs, expenses, and actual attorneys' fees.

Modification. This Agreement may only be materially modified in a writing executed by both parties.

Headings. The paragraph headings in this Agreement: (i) are included only for convenience, (ii) do not in any manner modify or limit any of the provisions of this Agreement, and (iii) may not be used in the interpretation of this Agreement.

Prior Understandings. This Agreement and all documents specifically referred to and executed in connection with this Agreement: (i) contain the entire and final agreement of the parties to this Agreement with respect to the subject matter of this Agreement, and (ii) supersede all negotiations, stipulations, understandings, agreements, representations, and warranties, if any, with respect to such subject matter that precede the execution of this Agreement.

Partial Invalidity. Each provision of this Agreement is valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement (or the application of such provision to any person or circumstance) is or becomes invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected by such invalidity or unenforceability unless such provision or the application of such provision is essential to this Agreement.

Successors-in-Interest and Assigns. Outfitter may, without the consent of Client, assign this Agreement or delegate the performance of all or part of its obligations and duties hereunder, to an Affiliate of Outfitter. This Agreement may not be otherwise assigned without the written consent of both parties, which will not be unreasonably withheld. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under this Agreement on any person or party other than the parties hereto and their respective successors and assigns. As used herein, the term "Affiliate" shall mean any corporation or other business entity controlled by, controlling or under common control with such party.

Notices. Any Notice or other communication required under this Agreement ("Notice") must be in writing. Notice is duly given to another party upon: (i) hand delivery to the other party, (ii) receipt by the other party when sent by email to the address and number for such party set forth below (provided, however, that the Notice is not effective unless a duplicate copy of the email Notice is promptly given by one of the other methods permitted under this paragraph), (iii) three (3) business days after the Notice is deposited with the United States Postal Service as first-class, certified mail, return receipt requested, postage pre-paid, and addressed to the party as set forth below, or (iv) the next business day after the Notice is deposited with a reputable overnight delivery service, postage pre-paid, addressed to the party as set forth below with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider.

To Outfitter: Positive Adventures, LLC
 Attn: Positive Adventures CEO
 4907 Morena Blvd, Suite 1401
 San Diego, CA 92117
 ryan@positiveadventures.com

To Client: Oxnard School District
 Attn: Ginger Shea
 1051 South A Street
 Oxnard, CA 93030
 805-636-6705
 gshea@oxnardsd.org

Waiver. Any waiver of a default or provision under this Agreement must be in writing. No such waiver constitutes a waiver of any other default or provision concerning the same or any other provision of this Agreement. No delay or omission by a party in the exercise of any of its rights or remedies constitutes a waiver of (or otherwise impairs) such right or remedy. A consent to or approval of an act does not waive or render unnecessary the consent to or approval of any other or subsequent act.

Drafting Ambiguities. Each party to this Agreement has reviewed and revised this Agreement and has had the opportunity to have such party's legal counsel review and revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party or in favor of the party receiving a particular benefit under an agreement may not be employed in the interpretation of this Agreement or any amendment to this Agreement.

Third Party Beneficiaries. Nothing in this Agreement is intended to nor shall confer any rights or remedies on any person or entity other than the parties to this Agreement and their respective successors-in-interest and permitted assignees.

Force Majeure. The obligations of Outfitter hereunder shall be excused during any period of delay caused by matters such as strikes; acts of God; pandemics; epidemics; natural disasters including, but not limited to fires and floods; shortages of raw material or power; governmental actions or compliance with governmental requirements, whether voluntary or pursuant to order; or any other matter beyond the reasonable efforts of Outfitter to control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

[Continued on following page]

Signors are authorized by the parties to sign for the organizations:

For Positive Adventures, LLC:

Signature

Name

Title

Date

For Oxnard School District:

Signature

Lisa A. Franz

Name

Director, Purchasing

Title

Date

EXHIBIT A

Compensation:

Spring 2023 Programming

On-Campus Adventure Leadership and Team Building Days:

Client shall pay US \$48 per student, \$0 per chaperone for each Program. The minimum fee for this Program is US \$4,080.00 per school (85 students/8 chaperones) (the "Minimum Program Tuition"). \$48 each additional student and \$0 each additional chaperone.

Total Minimum On-Campus Adventure Leadership and Team Building Day Program Tuition based on 17 schools: \$69,360

Malibu Canyon Outdoor Environmental Science Day

Client shall pay US \$105 per student, \$0 per chaperone for each Program. The minimum fee for this Program is US \$8,925.00 per school (85 students, 8 chaperones) (the "Minimum Program Tuition"). \$105 each additional student and \$0 each additional chaperone.

Total Minimum Malibu Canyon Outdoor Environmental Science Day Program Tuition based on 17 schools: \$151,725

Minimum Program Tuition: Based on 17 schools Spring of 2023 programs is \$221,085. Final invoices for additional students will be submitted for payment within 14 days of each program.

Each additional student attending the programs over the 85 contract number will be billed at the additional price per student listed above.

If any additions or changes are made before or during the Program, and additional charges are incurred by Outfitter related to the additions and/or changes made to the Program, an invoice shall be provided by Outfitter to Client immediately after the Program (the "Additional Charges Invoice"). The Additional Charges Invoice provided after the Program, if applicable, will include costs associated with any and all additional Program participants over the required minimum, as well as any and all activity fees for any Program activities requested by Client that are above and beyond the scope of this Agreement. Where required by law, appropriate sales tax will be charged to taxable items.

Payment of the Additional Charges Invoice, if applicable, shall be due by Client within two weeks of the date of the Additional Charges Invoice.

Payment Schedule: A copy of this signed Agreement, received by Outfitter at the address listed above by no later than Two Weeks from Today shall reserve the Program dates and venue identified at the top this Agreement. Client agrees to pay a non-refundable deposit ("First Deposit") upon signing and agrees to the following payment schedule for each Program:

Deposit Type	Amount Due	Due Date
First Deposit/Payment	\$110,542.50	September 15th, 2022
Second Payment	\$110,542.50	June 15th, 2023
Total Payment	\$221,085.00	June 15th, 2023

Remit Payment to:

Positive Adventures, LLC
4907 Morena Blvd, Suite 1401
San Diego, CA 92117

Late Fee Penalty: If the total \$221,085.00 Minimum Program Tuition is not received by the balance due date indicated in the above payment schedule, a 18 percent (18%) annum, or the maximum allowed by law, late charge shall be added each week to the balance due until the full Minimum Program Tuition is received. If an Additional Charges Invoice is issued by Outfitter to Client, and the balance of the Additional Charges Invoice is not paid within two weeks of Client's receipt, an eighteen percent (18%) annum, or the maximum allowed by law, late charge will be added each week to the balance of the Additional Charges Invoice until the balance is paid.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-59 – 3E Consulting Group (DeGenna/Thomas)

Mr. Daryton Ramsey will design and deliver customized professional learning to middle school teachers with a focus area of integrating equity principles into grading policies and practices. He will facilitate district/school specific disaggregated data analysis as a means of understanding the current problems/opportunities. The learning will revolve around:

- Historical/contemporary grading practices and the implications/impact on student outcomes and overall education experiences
- Equity based mindsets, principles, policies, and practices
- Grading for equity practices that can be immediately implemented in their instructional practice

Term of Agreement: August 11-12, 2022

FISCAL IMPACT:

Not to exceed \$14,500.00 – Title II

RECOMMENDATION:

It is the recommendation of the Director, School Performance & Student Outcomes, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-59 with 3E Consulting Group.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-59, 3E Consulting Group \(13 Pages\)](#)
[Proposal \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-59

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of August 2022 by and between the Oxnard School District (“District”) and Daryton A. Ramsey/3E Consulting Group (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 11, 2022 through August 12, 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 Fourteen Thousand Five Hundred Dollars (\$14,500.00), 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: Anna Thomas
Phone: 805.385.1501, x2302
Fax: 805.486.6084

To Consultant: Daryton A. Ramsey/3E Consulting Group
4600 Andrews Hwy., #D201
Midland, TX 79703
Phone: 915.526.6437
Email: daramse@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.** ANNA THOMAS 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:

DARYTON A. RAMSEY/3E CONSULTING GROUP:

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 #22-59

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-59

SERVICES

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

***PER ATTACHED PROPOSAL**

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

***PER 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. 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 #22-59

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-59

COMPENSATION

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

Total compensation shall not exceed Fourteen Thousand Five Hundred Dollars (\$14,500.00), 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 \$14,500.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-59

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 #22-59

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 #22-59

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-59

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, **DARYTON A. RAMSEY/3E CONSULTING GROUP**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

OSD- Integrating Equity into Grading Practices & Policies

Submitted by: 3E Consulting Group

Summary

The Oxnard School District has selected Tier 1 instruction as a strategic priority focus area for district and school improvement. As a part of the strategic work, OSD seeks to support their middle schools, site leaders, respective teachers and teacher teams in critically examining core instructional practices such as grading. In addition, examining other high quality instructional practices such as instruction planning, and assessment where all are guided and informed by the principles of equity and continuous improvement.

With this in mind, this proposal sets forth the intention to design and deliver customized professional learning with a focus area of integrating equity principles into grading policies and practices. The proposal is predicated on providing an initial engagement/awareness professional learning workshop for middle school classroom teachers, teacher teams and school leaders.

Scope

Assess the current state of grading practices and student experiences with an intentional focus on culturally and linguistically diverse student groups such as English Language Learners, Students Experiencing Poverty, Students of Color and Students with Disabilities

- facilitate district/school specific disaggregated data analysis as a means of “seeing the grading system” and understanding the current problems/opportunities
- facilitate and develop a problem based profile informed by school and district level academic outcomes

Engage middle school teachers, teacher teams and site leaders in the development and awareness of equity based grading practices and principles

Facilitate the learning of..

- historical/contemporary grading practices and the implications/impact on student outcomes and overall education experiences
- equity based mindsets, principles, policies and practices
- grading for equity practices that can be immediately implemented in their instructional practice

Teachers will know and be able to:

- reflect and critically examine their existing grading practices/policies and determine the impact on all students groups especially underserved student groups
- reimagine and adopt equitable grading practices/policies that improve passing rates, strengthen instruction and promote more equitable learning opportunities for students particularly those who have been historically disadvantaged

OSD- Integrating Equity into Grading Practices & Policies

Submitted by: 3E Consulting Group

<u>Workstream</u>	<u>Cost</u>
2 Learning Sessions <ul style="list-style-type: none">• AUG 11-12, 2022	<ul style="list-style-type: none">• \$6000 per session x 2 = \$12,000
Travel (flight, food, housing)	<ul style="list-style-type: none">• \$2500
TOTAL	\$14,500

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-60 – Antonio F. Jimenez Jimenez (DeGenna/Fox)

Consultant will provide In-Person Professional Development for 4th-6th grade Spanish DLI teachers on August 11-12, 2022.

FISCAL IMPACT:

Not to exceed \$3,200.00 – Supplemental Concentration Funds

RECOMMENDATION:

It is the recommendation of the Director, Teaching & Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-60 with Antonio F. Jimenez Jimenez.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-60, Antonio F. Jimenez Jimenez \(13 Pages\)](#)
[Scope of Services \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-60

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of August 2022 by and between the Oxnard School District (“District”) and Antonio F. Jimenez Jimenez (“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 11, 2022 through August 12, 2022 (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 Three Thousand Two Hundred Dollars (\$3,200.00), 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: Dr. Aracely Fox
Phone: 805.385.1501, x2304
Fax: 805.385.1508

To Consultant: Antonio F. Jimenez Jimenez
676 Doris Avenue
Oxnard, CA 93030
Phone: (805) 814.0170
Email: antonio.jimenez@csuci.edu

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.** **DR. ARACELY FOX** 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:

ANTONIO F. JIMENEZ JIMENEZ:

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 #22-60

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-60

SERVICES

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

***PER ATTACHED SCOPE OF WORK**

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

***PER ATTACHED SCOPE OF WORK**

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 #22-60

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-60

COMPENSATION

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

Total compensation shall not exceed Three Thousand Two Hundred Dollars (\$3,200.00), 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 \$3,200.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-60

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 #22-60

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 #22-60

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-60

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, **ANTONIO F. JIMENEZ JIMENEZ**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Dr. Antonio F. Jiménez Jiménez

676 Doris Ave
Oxnard, CA 93030
(805) 814-0170

TO:

Oxnard School District
1051 South A Street
Oxnard, CA 93030
805-385-1501

Professional Development

Quantity	Description	Unit Price	Total
Dates of services: August 11 & 12, 2022 (2 days)	Scope of services: In-person professional development for 4-6 grade (Spanish) dual language teachers on designing learning opportunities for the development of the Spanish language within the context of core instruction. <ul style="list-style-type: none">• 30 teachers• 1 consultant Consultant fee and expenses: \$3200	\$ 1,600 per day	\$ 3,200
Total			\$3,200

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-61 – Center for Teaching for Biliteracy (DeGenna/Fox)

Center for Teaching for Biliteracy will provide In-Person Professional Development for Dual Language Principals on August 10, 2022.

FISCAL IMPACT:

Not to exceed \$4,000.00 – Title II

RECOMMENDATION:

It is the recommendation of the Director, Teaching & Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-61 with Center for Teaching for Biliteracy.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-61, Center for Teaching for Biliteracy \(2 Pages\)](#)
[Certificate of Insurance \(2 Pages\)](#)



OSD AGREEMENT #22-61

Center for Teaching for Biliteracy

4957 Oakton St. #228

Skokie, IL 60077

teachingforbiliteracykb@gmail.com

www.TeachingForBiliteracy.com

Agreement

This proposal is valid until August 3, 2022

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

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

Date	Activity	Fees
August 10, 2022	In-person professional development for dual language principals – Melody Wharton	\$4000

NOTE: If the COVID-19 situation continues into the 2022-2023 school year, the Center for Teaching for Biliteracy reserves the right to move the in-person professional development to a virtual platform at any time. If that is the case, a new proposal will be created, and this contract will be cancelled.

3. Independent Contractor.

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

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

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

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

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

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

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

In the event the District terminates this Agreement without cause less than 30 days before the commencement date, the District shall pay an enhanced cancellation fee to Provider in the sum of \$3000.00

Center for Teaching for Biliteracy
An Illinois corporation

Signatures:

Center for Teaching for Biliteracy:

Oxnard School District

Signature: _____

Signature: _____

Name: _____

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

Date: _____

Date: _____



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

July 3, 2022

Oxnard School District
1051 S A ST
OXNARD CA 93030

Account Information:

Policy Holder Details :	Center for Teaching for Biliteracy LLC
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Contact Us

Need Help?

Start a live chat online or call us at
(866) 467-8730.

We're here weekdays from 8:00 AM to
8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 03, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-65 – FoodCorps Inc. (Mitchell/Lugotoff)

The Oxnard School District must renew the annual agreement with FoodCorps to acquire a new service member.

Member will work at designated school service sites to implement District designated healthy school culture initiatives. The member will continue efforts initiated during the 2021/22 SY in the area of Food Waste reduction, garden education, and nutrition education. FoodCorps nutrition education activities and programming are in addition to what would otherwise be provided by a teacher or school district and therefor, will not duplicate or replace existing school activities and required nutrition education and will not displace teachers, staff or volunteers.

Term of Agreement: August 8, 2022 through July 7, 2023

FISCAL IMPACT:

Not to exceed \$10,000.00 – CNS Funds

RECOMMENDATION:

It is the recommendation of the Director, Child Nutrition Services, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #22-65 with FoodCorps Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-65, FoodCorps Inc. \(21 Pages\)](#)
[Certificate of Insurance \(2 Pages\)](#)



FoodCorps Service Site Agreement

This Service Site Agreement (the “Agreement”) is entered into by and between **FoodCorps, Inc.**, a 501(c)(3) New York not-for-profit corporation, FEIN: 27-3990987 (“FoodCorps”) and **Oxnard School District** (“Service Site”), which is a [ENTITY TYPE] in the state of **California**, Tax ID: **95-6002318**

RECITALS

- A. FoodCorps partners with schools and communities to nourish kids’ health, education, and sense of belonging so that every child, in every school, experiences the joy and power of food. FoodCorps AmeriCorps members serve alongside educators and school nutrition leaders for a year of service to provide kids with nourishing meals, food education, and culturally affirming experiences with food that celebrate and nurture the whole child.
- B. Service Site is a **School District** that desires to partner with FoodCorps in **California** (the “FoodCorps State”) by facilitating FoodCorps programming in the FoodCorps State.

Accordingly, in consideration of the foregoing premises and the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Purpose of Agreement

The purpose of this Agreement is to set forth the basic provisions, guidelines, and expectations for the relationship between Service Site and FoodCorps. These provisions, guidelines and expectations are designed to ensure full coordination between Service Site and FoodCorps. In the case of any legal dispute, this document along with all exhibits and documents referenced herein will serve as the sole binding agreement governing the terms of the relationship between Service Site and FoodCorps.

2. Definitions

The definitions in **Exhibit A** are included for reference and are incorporated by reference into this Agreement.

3. Service Site Requirements. Service Site Requirements are outlined in **Exhibit B**, which is incorporated by this reference into this Agreement. Service Site further agrees as follows:

3.1 Service Site agrees to comply, or use commercially reasonable efforts to ensure compliance, with the following:

3.1.1 FoodCorps Requirements, Policies and Procedures the terms of which are incorporated by reference into this Agreement, and within the FoodCorps

Handbook. Service Site supervisors will receive access to the FoodCorps Handbook during their supervisor training.

3.1.2 Prohibited Activities Rules. Service Site understands that the FoodCorps Handbook outlines the rules that prohibit the Service Site and Service Members from engaging in certain activities (as amended, modified or supplemented from time to time, collectively the “Prohibited Activities Rules”). The Prohibited Activities Rules may be modified from time to time by AmeriCorps or FoodCorps in writing (including by email). The Prohibited Activities Rules are incorporated by reference into this Agreement. Service Site agrees that it has reviewed, understands and agrees to comply with the Prohibited Activities Rules, and to use commercially reasonable efforts to ensure that Service Members understand and comply with the Prohibited Activities Rules.

3.1.3 Nondisplacement in Hiring. In conjunction with the Service Site Requirements, Service Site agrees that it will comply with the federal regulations prohibiting duplication or displacement set forth in 45 CFR §§ 2540.100(e)-(f), which generally provide that Service Site shall not displace an employee, position, or volunteer (other than a Service Member or another participant under the national service laws), including partial displacement such as reduction in hours, wages, or employment benefits, as a result of Service Site’s participation in the FoodCorps Program or Service Site’s utilization of any Service Member.

3.2 Program Service Fee. Service Site agrees to comply with the following regarding the Program Service Fee:

- 3.2.1 Unless otherwise agreed to in a writing signed or confirmed by both parties, Service Site must pay FoodCorps the Program Service Fee within 30 days of receipt of the invoice. FoodCorps will send Service Site its invoice in September.
- 3.2.2 No part of a Program Service Fee may be raised by or through the service of a Service Member.
- 3.2.3 Should a Service Member exit Service Term prior to End Date outlined in Exhibit A, due to either compelling circumstance (as outlined in the FoodCorps Handbook) or termination of this Agreement in accordance with the terms of this Agreement, a portion of the Program Service Fee may be refunded according to policy outlined in the FoodCorps Handbook.

3.3 School Memorandum of Understanding. If Service Site is a school district or community based organization, then Exhibit C must be signed by an authorized representative from each school served. If Service Site is an individual school, the School MOU is included in the Agreement and does not need to be signed separately.

3.4 Additional Service Site Obligations. Service Site further agrees as follows:

- 3.4.1 Service Site shall not make any offer or promise relating to an existing or potential service member’s compensation or benefits.
- 3.4.2 Service Site shall not employ, recommend for employment, or otherwise facilitate the employment of Service Members for any commitment that would interfere with their full-time service, or prior to 60 days from the end of the Service Term, as defined in their respective Service Member contracts and in the FoodCorps Handbook.

- 3.4.3 Service Site must provide or ensure, as applicable, a safe and accessible work space for Service Members including consistent access to a computer, phone, printing and general office supplies, and storage space for program materials. This also includes making every reasonable effort to ensure that the health and safety of Service Members are protected during the performance of their assigned duties. Service Site may not assign or require Service Members to perform duties that would jeopardize their safety or cause them to sustain injuries.
- 3.4.4 Service Site agrees to complete the Partnership Planning Process (as defined in Exhibit A) in collaboration with FoodCorps to document their long term goals, their annual plan for programming, and the progress monitoring tool prior to the Start Date outlined in Exhibit A.
- 3.4.5 Service Sites will ensure that Service Members are properly and fully oriented to any and all of their service environments, which includes being trained on any and all laws, rules, policies, or procedures that may be applicable to the Service Member in that environment. Please refer to the Site, School, and Food and Nutrition Services Orientation Checklists in the FoodCorps Handbook. Service Site will also review the Partnership Plan (as defined in Exhibit A) with the Service Member within the first quarter of the Service Term.
- 3.4.6 Service Site agrees to properly supervise, control, and safeguard its premises, processes, or systems. To that end, Service Site agrees that it will not permit Service Members to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables, which are not directly related to or necessary for their service.
- 3.4.7 Service Site agrees to immediately notify FoodCorps of matters that may seriously impact the experience or service environment of the Service Members, including but not limited to:
 - i. Any unusual incident, occurrence or event that involves the Service Site staff, volunteers or officers, or the FoodCorps Service Member, including but not limited to, the death or serious injury of any Service Site staff or Service Member; the arrest of any Service Site staff or Service Member; possible criminal activity on the part of any Service Site staff or Service Member; destruction of property by any Service Site staff or Service Member; significant damage to the physical facilities of the Service Site; or other matters of a similarly serious nature; and
 - ii. Any circumstance in which the member will not report to their school or service site for more than five regularly scheduled service days. This includes illness, injury, or requests for time off or teleservice.
 - iii. Service Site personnel changes that result in a new staff member being appointed as Service Site Supervisor.

4. Mutual Understandings. For the avoidance of doubt, the parties acknowledge and agree as follows:

- 4.1 Service Site is only authorized to administer the Program in the FoodCorps State. This Agreement does not authorize Service Site to facilitate the Program in any other state, nor does this Agreement provide any indication or assurance of any preference on behalf of FoodCorps to offer the Program in any state other than the FoodCorps State, through Service Site or otherwise.
- 4.2 FoodCorps is the sole owner of, and retains all rights in and to, the Program and any and all intellectual property of FoodCorps. Service Site's administration of the Program within the FoodCorps State confers no rights onto Service Site with respect to the Program or FoodCorps's intellectual property other than those expressly granted in this Agreement.
- 4.3 FoodCorps's ability to operate the Program, and its ability to provide Service Members to serve in the FoodCorps State, is dependent on the levels at which AmeriCorps funds FoodCorps as an AmeriCorps program and continues FoodCorps's corresponding grant, and on FoodCorps's receipt of funding from sources other than AmeriCorps. Service Site acknowledges that receipt by FoodCorps of such funding is outside of FoodCorps's control, and that such funding may affect the number or placement of Service Members within the FoodCorps State. Service Site understands and agrees that FoodCorps does not guarantee (a) placement of any particular number of Service Members regardless of targets or (b) replacement of Service Members who are suspended or terminated or who resign.
- 4.4 Service Site may conduct fundraising activities to support the Service Member Program Service Fee and costs associated with local Program implementation (garden construction, curriculum materials, supervisor time, etc). Prior to commencing any fundraising activities related to the Program Service Fee in which Service Site intends to raise \$1,000 or more, Service Site must notify FoodCorps in advance of launching such fundraising activities.
- 4.5 FoodCorps welcomes advice and suggestions from Service Site, but FoodCorps has no obligation to modify the Program to incorporate any such advice or suggestions. FoodCorps is the sole owner of the Program, including its fundamental operating structure at the national, state, and local level.

5. Term; Termination; Effect of Termination.

- 5.1 Term. The effective date of this Agreement is the last date on which it is signed by all parties. This Agreement shall remain in effect unless it is terminated, as provided below, or until it expires. The expiration date of this Agreement shall be latter of (a) the term End Date; or (b) the date on which all Service Members serving in the FoodCorps State complete their Terms of Service (the "Completion Date"); provided, however, that FoodCorps and Service Site may mutually agree on an earlier Completion Date in the event that a particular Service Member's Term of Service is exceptionally long as a result of the suspension of their Term of Service for compelling circumstances (as that term is defined in the FoodCorps Handbook).
- 5.2 Extension of Term. In the event any one or more Service Members under the Service Site's direction do not complete their required number of service hours (as specified in the Service Member Contract) by the term End Date, this Agreement shall remain in effect until all Service Members have completed their required number of service hours or have formally withdrawn or been released from the program.

- 5.3 Mutual Agreement. Service Site and FoodCorps may terminate this Agreement and all of their respective obligations hereunder at any time by mutual agreement in a writing signed by both parties.
- 5.4 Material Breach. Either party may terminate this Agreement for cause with immediate effect if the other party does not fulfill an obligation under this Agreement or if the other party violates any term or condition of this Agreement and such failure or violation is not cured, if curable, within 30 days after delivery of written notice of such failure or violation.
- 5.5 Service Site Breach. If Service Site violates the terms of this Agreement or undertakes an action or course of conduct that FoodCorps reasonably determines is in contravention or violation of the FoodCorps mission, objectives or goals, or violates federal, state or local law (a "violation"), then FoodCorps will put Service Site on notice of such violation and Service Site agrees to work diligently to reconcile the violation. Should Service Site fail to cure the violation within seven (7) days of receiving notice from FoodCorps, or if FoodCorps reasonably determines that the violation is extremely grievous, or that multiple violations have occurred, FoodCorps retains the right to immediately terminate this Agreement without liability.
- 5.6 Effect of Termination. Upon expiration or earlier termination of this Agreement, Service Site's rights under this Agreement to use the Program will terminate and the parties will be relieved of their respective further obligations under this Agreement except the rights and obligations under this Agreement that expressly survive termination or expiration.
- 5.7 The parties understand and agree that expiration or termination of this Agreement shall likewise terminate all rights of Service Site under this Agreement, including any rights to use FoodCorps intellectual property or to otherwise associate with the Program, and shall extinguish any obligations of FoodCorps to Service Site

6. Recordkeeping and Reporting

- 6.1 Service Site will maintain complete and accurate books, records, documents and other evidence related to this Agreement, the Program, Program fees, and Service Members ("Records"). Service Site will retain all Records for a period of not less than seven years following the termination or expiration of this Agreement or as otherwise required by applicable law and regulations. Service Site will make available all Records to FoodCorps and AmeriCorps for review, inspection, or audit upon written request during the term of this Agreement and for seven years after the expiration or termination of this Agreement.
- 6.2 Service Site will respond to and submit required programmatic reports to FoodCorps within the time frames specified by FoodCorps.

7. Independent Contractors

- 7.1 The parties agree that their relationship with respect to one another is that of independent contractors, and that neither party is an employee, partner, agent or in a joint venture with the other. All employees of FoodCorps shall be employees of FoodCorps and not of Service Site; and all employees of Service Site are and shall be employees of Service Site and not FoodCorps. Each party acknowledges and agrees that it has no legal

responsibility to withhold state or federal income tax, unemployment compensation, Social Security, or to provide any form or manner or pension or other fringe benefits for the other party's employees; and, each party is solely responsible for compensating its own employees, agents or representatives employed, or engaged, by it to perform duties under this Agreement and for all taxes, duties and all charges of any governmental authority arising from its activities under this Agreement. Neither party shall have no right or authority to assume or undertake any obligation of any kind, expressed or implied on behalf of the other party or to bind the other party in any way. The parties acknowledge that nothing contained in this Agreement shall be deemed or construed to constitute or create between the parties, a partnership, joint venture or agency. Neither party shall have the right or authority to assume or undertake any obligation of any kind, express or implied, on behalf of the other party or to bind the other party in any way, or to undertake any obligation of any kind, express or implied, on behalf of FoodCorps.

8. Background Checks

- 8.1 FoodCorps provides background checks for all Service Members that include: a check of the National Sex Offender Public Website; criminal history checks through True Screen for both the state of service and state of application; and FBI fingerprinting conducted by Fieldprint. All background check channelers are designated by AmeriCorps and require clearance prior to start of service.

Any additional background or health checks required of Service Members by the Service Site must be facilitated and paid for by the Service Site.

9. Confidential Information

- 9.1 "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that a Disclosing Party (as defined in Section 9.2) considers confidential or proprietary. "Confidential Information" includes all information received by Service Site from FoodCorps related to this Agreement or the Program. "Confidential Information" does not include information that the Receiving Party (as defined in Section 9.2) can demonstrate by written or other documentary records: (i) was already known to the Receiving Party without restriction on use or disclosure prior to its receipt of or access to such information in connection with this Agreement; (ii) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party or any of its Representatives (as defined in Section 14(b)); (iii) was or is received by the Receiving Party from a third party who was not or is not, at the time of such receipt, under any obligation to the Disclosing Party to maintain the confidentiality of such information; or (iv) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party's Confidential Information.
- 9.2 In connection with this Agreement, each party (for purposes of this Section 9, the "Disclosing Party") may disclose or make available its Confidential Information to the other party (for purposes of this Section 9, the "Receiving Party"). As a condition to being provided with any disclosure of or access to the Disclosing Party's Confidential Information, the Receiving Party will:
- i. not use or permit to be used the Disclosing Party's Confidential Information other than as necessary to exercise its rights or perform its obligations under this Agreement.
 - ii. protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care.
 - iii. not disclose the Disclosing Party's Confidential Information except to its directors,

officers, employees, consultants, or legal advisors (“Representatives”) who: (a) have a need to know for the purposes of the Receiving Party’s exercise of its rights or performance of its obligations under this Agreement; (b) have been informed of the confidential nature of the Confidential Information and the Receiving Party’s obligations under this Section 9; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 9.

iv. be responsible for ensuring its employees’, consultants’, and legal advisers’ compliance with, and be liable for any breach by such individuals of this Section 8.

9.3 At the Disclosing Party’s request, the Receiving Party shall return or destroy, as requested, the physical materials containing or relating to the Disclosing Party’s Confidential Information, without retaining any copies. In the event of default under this Agreement by the Receiving Party, the Disclosing Party shall be entitled to seek injunctive relief in addition to any other remedies, including (without limitation) damages.

9.4 Each party’s confidentiality obligations under this Section shall survive the expiration or termination of this Agreement for so long as such information received by the Receiving Party remains “Confidential Information.”

10. Insurance; Limitation on Liability; Indemnification

10.1 — Select *ONE* of the options for the 10.1 section of this Agreement.

Option A: Check to select

~~Service Site represents and warrants that it will maintain comprehensive general commercial liability insurance coverage, including insurance covering bodily injury liability and property damage, during the Term of this Agreement at a level that is reasonably sufficient to insure Service Site’s operations and activities, including oversight of the FoodCorps Program. Service Site agrees that all such policies for liability protection, bodily injury or property damage shall cover any and all Service Members serving at the Service Site.~~

Option B: Check to select

~~Service Sites warrants that it will provide self-insurance, including insurance covering bodily injury liability and property damage, during the Term of this Agreement at a level that is reasonably sufficient to insure Service Site’s operations and activities, including oversight of the FoodCorps Program.~~

10.2 Notwithstanding anything stated or implied to the contrary herein, in no event shall either party be liable to the other for exemplary, punitive, incidental or consequential damages, even if advised of the possibility of such damages, in any manner arising out of this Agreement or the breach of any term, covenant, representation, warranty or obligation contained herein.

10.3 To the extent permitted by any applicable statutes, Service Site agrees to indemnify, defend and hold harmless FoodCorps and its officers, directors, employees, and members

from and against any and all claims, actions, suits, demands, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys' fees and expenses), and liabilities of any kind (a "Claim"), which may arise by reason of (i) any act or omission by Service Site or any of its subsidiaries, affiliates, related entities, partners, officers, directors, employees, members, or agents; or (ii) the inaccuracy or breach of any of the covenants, representations and warranties made by Service Site in this Agreement. Service Site agrees to promptly notify FoodCorps upon receipt of any Claim. The provisions of this section shall survive any revocation, surrender or other termination of this Agreement.

11. General Provisions

- 11.1 Amendment; Waiver. This Agreement may be amended only in a writing clearly setting forth the amendment(s) and executed by both parties. Any waiver of a term or condition of this Agreement in one instance shall not be deemed to constitute a waiver in any other instance. A failure to enforce any provision of this Agreement shall not operate as a waiver of such provision or of any other provision hereof.
- 11.2 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- 11.3 Assignment. Neither this Agreement nor any other rights or obligations of a party under this Agreement may be assigned or delegated by either party.
- 11.4 No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.
- 11.5 Warranties. Service Site represents and warrants that it is either a nonprofit organization or a public institution (e.g., a public hospital or state educational institution). Furthermore, each party covenants, warrants and represents that it shall comply with all laws, regulations and other legal standards applicable to this Agreement, or relevant to service and the service environment, including the Americans with Disabilities Act and laws prohibiting harassment and discrimination, and that it shall exercise due care and act in good faith at all times in performance of its obligations under this Agreement. The provisions of this Section shall survive any revocation, surrender or other termination of this Agreement.
- 11.6 Entire Agreement. This Agreement, including all Exhibits and any manuals, handbooks, guidelines and other documents incorporated by reference, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings, written or oral, between the parties with respect to the subject matter hereof.
- 11.7 Execution in Counterparts; Facsimile Signatures. This Agreement may be executed by the parties in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. This Agreement may be executed by any party by delivery of a

facsimile signature, or email signature in PDF form, whose signature shall have the same force and effect as an original signature.

* * * *

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the last date written below by their duly authorized representatives.

SERVICE SITE:
Oxnard School District

FOODCORPS:
FoodCorps, Inc.

Signature _____

Signature _____

Print Name **Lisa A. Franz**

Print Name _____

Title **Director, Purchasing**

Title _____

Date _____

Date _____

THE UNDERSIGNED **SERVICE SITE SUPERVISOR** HAS READ AND UNDERSTANDS THE FOREGOING AGREEMENT.

Signature _____

Print Name **Suzanne Lugotoff**

Title **Director, Child Nutrition Services**

Date _____

EXHIBIT A

Definitions

FoodCorps Handbook: A comprehensive document that describes the responsibilities of Service Members, Service Site, and FoodCorps within the FoodCorps Program.

FoodCorps State: The state in which Service Site is authorized and agrees to facilitate the FoodCorps Programming pursuant to this Agreement.

Non Duplication of Services: FoodCorps programming is in addition to what would be otherwise provided by a teacher or school district and therefore, will not duplicate or replace existing school or service site and Service Member will not displace teachers, staff, or volunteers.

Partnership Planning Process: The Partnership Planning process is collaborative between the Service Site and FoodCorps' Impact and Partnership Lead. The Partnership Plan consists of three components: 1) Multi-Year Goals, 2) Annual Planning, and 3) Progress Monitoring. Multi-Year Goals support the development of longer term district goal/s and creates a roadmap for how to reach them through yearly objectives. Annual Planning supports planning out the next year of your partnership with FoodCorps. The Progress Monitoring Tool gathers baseline information to monitor progress over time and help guide FoodCorps approach to providing programming and support.

Program: A national public service program conducted by FoodCorps in partnership with schools and communities to nourish kids' health, education, and sense of belonging so that every child, in every school, experiences the joy and power of food. Service Members complete a year-long term of stipended AmeriCorps service, during which they provide kids with nourishing meals, food education, and culturally affirming experiences with food that celebrate and nurture the whole child. The Program may also be referred to in this Agreement as the "FoodCorps Program".

Service Member: AmeriCorps members enrolled to serve in the FoodCorps Program pursuant to a contract with FoodCorps ("Service Member Contract"). Service members are not "employees" or "apprentices" or typical volunteers. They are AmeriCorps members who are eligible to receive an education award in return for their term of service.

Service Site: Service Site is the entity entering into this Agreement. Service Site is located within the FoodCorps State and is a school, school district, or community-based nonprofit organization focused on health, education, and/or food systems. Service Members perform their Term of Service at the Service Site.

Service Site Supervisor: Service Site staff member who serves as a supervisor and mentor for FoodCorps Member(s) in the day-to-day performance of their service, and is the primary Service Site contact for FoodCorps.

Term of Service: The period of time during which a Service Member serves in the FoodCorps program, as agreed upon in the Service Member Contract. As contemplated by this Agreement, the Service Member Term of Service will not start earlier than August 8 of the year of this Agreement, be at least 1700 hours of qualifying service, which is expected to be completed during the Program year (between the Start Date August 8, 2022 and the End Date July 7, 2023).

EXHIBIT B

Service Site Requirements

Outlined below are the key investments, program management responsibilities, and partnership commitments that FoodCorps requires of all service sites. Please note that this list is not comprehensive, but reflects the highest priority requirements. All service sites are also expected to read and comply with the **FoodCorps Handbook** and the **Service Site Agreement**.

All of our sites must demonstrate their commitment to equity, diversity, and inclusion in all aspects of program management for FoodCorps, including: recruitment and selection practices, community engagement, and participation in conversations on these topics at gatherings.

Service Site Investments

FoodCorps and AmeriCorps invest over \$60,000 per member in order to place and support well-trained, emerging leaders in schools across the country. In return for 1,700 hours of service, FoodCorps requires the following investments from each service site:

- ✓ Pay an annual Program Service Fee to FoodCorps.
- ✓ Reimburse mileage expenses for any necessary travel that members incur during service hours, not including their commute between home and service.
- ✓ Provide service members with a safe workplace that includes a dedicated work space and consistent access to a computer, phone, printing and general office supplies.
- ✓ Provide or assist service members in obtaining any supplies or funding necessary to implement projects related to their FoodCorps service activities.
- ✓ Reserve \$1,000 in site's budget to support Service Member activities (e.g. weekly taste tests, lesson materials, garden supplies)

Site Supervisor Responsibilities

Service sites must appoint one staff member to act as the service site supervisor, the primary point of contact with FoodCorps. The site supervisor must be identified prior to the start of the service term, and they will be required to fulfill the following responsibilities:

- ✓ Collaborate with FoodCorps and district partners to build a plan with multi-year goals to build sustainable programming and impact.
- ✓ Actively participate in local service member recruitment and selection for their site.
- ✓ Attend any required FoodCorps trainings, including an orientation for new supervisors.
- ✓ Conduct weekly check-ins with each service member to provide coaching and support.
- ✓ Approve weekly timesheets and ensure members serve a minimum of 1,700 hours.
- ✓ Complete a formal mid-term and end-of-term review for each service member.
- ✓ Adhere to all AmeriCorps rules and regulations.
- ✓ Release service members for all required national and state-based trainings.

District Partnership

If the service site is not an individual school district, then the site is responsible for selecting and building strong partnerships with local school districts based on the following requirements:

- ✓ Partnering districts must include schools where at least 50% of the student population is eligible for free or reduced price lunch or an equivalent measure.
- ✓ Multiple stakeholders in partnering districts must agree to meet with FoodCorps staff as requested throughout the year.
- ✓ Partner districts and schools must post provided FoodCorps AmeriCorps partnership signage in 1-2 visible locations (lobby, office, cafeteria, etc.).

Programmatic Support

Site Supervisors and district or school staff must collaborate with FoodCorps to develop an annual service plan for each service member to successfully meet their 1700 hours while supporting district goals.

- ✓ FoodCorps service must be structured so that each service member can successfully meet at least one of the following requirements:
 - *Food Education-focus:* The FoodCorps service member must teach or co-teach ongoing hands-on, food-based lessons in the classroom or garden to a minimum of 80 students in grades K-8 for 10+ instructional hours during their service term.
 - *School Nutrition-focus:* The FoodCorps service member must actively contribute to initiatives and projects that lead to changes to the district or school menu in alignment with partner goals.
- ✓ All sites must participate in and support service member participation in data collection, reporting, and other program evaluation efforts.

OVERVIEW OF TIMELINE

January	Service Member Application launches
March-May	Service Member Selection (includes interviews conducted by the site)
Summer	Service Site Supervisors attend required FoodCorps training (dates vary)
August- July	FoodCorps' Program Year

EXHIBIT C

2022-23 Memorandum of Understanding

SCHOOL VERSION

This memorandum of understanding is entered into between FoodCorps and Oxnard School District School. This document outlines mutual expectations to ensure a healthy and impactful partnership between FoodCorps and the School. Please review the following information in full, and sign below.

FoodCorps partners with local organizations and schools to create nourishing environments for students to eat, learn, and grow. FoodCorps and the School understand that:

FoodCorps Service Program:

The FoodCorps program is built on three evidence-based areas of service that support healthy school food environments: 1) Hands-On Learning; 2) Healthy School Meals; and 3) Schoolwide Culture of Health. FoodCorps will place a **full** time Service Member at the School with the expectation that they report for **5** days per week to deliver FoodCorps programming. Service will start on **August 8, 2022** and run through **July 7, 2023**.

- The School agrees to provide a minimum of 30 minutes for the Service Member to provide an “Introduction to FoodCorps” presentation for all school staff within the first month of the school year. Wherever possible, food services and school maintenance or custodial staff should be included in the training. *Required for 1st year Service Members*
- Hands-on Learning: The School will ensure the FoodCorps Service Member has a regular schedule that includes ongoing access to instructional time with consistent groups of students in grades K-5.
 - At a minimum, FoodCorps Service Members must teach or co-teach the same classes totaling at least 100 students for a minimum of 10 hours over the course of the school year.
 - Service Members should spend the first several weeks observing skilled teachers to learn about the instructional approaches and goals of the School.
 - FoodCorps lessons will begin by the 4th week of the school year.
 - In partnership with the Service Member and Site Supervisor, the School should co-create a teaching schedule that includes opportunities for the SM to reach at least 12 classes a week.
 - The School agrees to provide the presence of a credentialed adult, preferably the classroom teacher, while Service Members deliver hands-on lessons.
 - FoodCorps hands-on learning classes should be incorporated into the school’s educational program, and should not be treated as an opportunity that students must earn. FoodCorps takes a responsive approach to student behavior and asks that students not be excluded

from FoodCorps programming due to behavioral issues during other parts of the school day.

- Healthy School Meals: FoodCorps sees mealtimes in the cafeteria as learning opportunities to develop lifelong healthy eating habits and positive social skills.
 - The School will support the FoodCorps Service Member's efforts in the cafeteria by introducing them to cafeteria staff within the first month of service and providing access to the necessary facilities. *Required*
 - The Service Member's schedule should include 5 hours per week for regular cafeteria activities, which may include leading taste tests, supporting cafeteria staff in recipe creation and promotions, serving as a role model and positive presence in creating a safe, healthy cafeteria community. *Required*
- Schoolwide Culture of Health: Service Members will be engaged community members to help connect FoodCorps programming throughout the school building and beyond the school day.
 - FoodCorps Service Members should be invited to organize, lead, or participate in already scheduled school events to connect the school community to healthy food (e.g. Family Cooking Nights, Open House, Back to School Night).
 - FoodCorps Service Member leads family engagement opportunities (e.g., family newsletters, family cooking nights, etc.) in partnership with the school.

AmeriCorps:

The FoodCorps Service Member assigned to your school will be an AmeriCorps member contracted by FoodCorps. As an AmeriCorps public service program, FoodCorps must adhere to rules and requirements including, but not limited to, the following:

- FoodCorps Service Members may not serve as substitute teachers and cannot perform activities that someone would otherwise be paid to do.
- FoodCorps Service Members may complete AmeriCorps paperwork or planning during the school day as long as this does not interfere with their regularly scheduled programming.

Supervision:

The FoodCorps Site Supervisor, in partnership with the FoodCorps Program Coordinator/Manager, is responsible for supervision and support of the Service Member.

- The School agrees to contact the Site Supervisor and FoodCorps Program Coordinator immediately regarding any issues or questions that may arise.
- The School identifies the following school-based staff member to serve as a School Advisor who will act as the primary point of contact and support for the Service Member at the School:
Suzanne Lugotoff (name), Director of Child Nutrition (role),
slugotoff@oxnardsd.org (email).

Their responsibilities include, but are not limited to, the following:

- Introducing the Service Member to the school community and providing an orientation to school policies and procedures as described in the School Orientation checklist.

- Inviting the Service Member to attend relevant staff training, school meetings, and events for school staff, and otherwise treating the member as a part of the school community.
- Establishing and supporting the Service Member to maintain a regular schedule that meets the programming requirements listed above.
- Ensuring that the Service Member is provided with the standard school or district-issued identification necessary to access the school building.
- Providing direct feedback to FoodCorps by completing an annual school experience survey

FoodCorps requires that service members and requests that school staff support and participate in efforts to collect data and evaluate the impact of our programming. This includes an annual school staff survey and student survey."

FoodCorps staff members will conduct a minimum of two (2) annual site visits, which may include observation of the FoodCorps Service Member and meetings with school-based staff. FoodCorps staff may request to conduct additional visits to the School with donors or other partners.

Training:

FoodCorps provides training, conferences, and professional development opportunities to Service Members throughout the year.

- The School is responsible for providing the Service Member with an orientation to the school community that includes school rules, policies, and procedures to ensure the safety of the Service Member and students at the School.
- The School must allow and plan for the release of Service Members for all required FoodCorps related training activities, including but not limited to state training and Mid-Year Gatherings. In all possible cases, Service Members will provide the School with at least one week advance notice of an absence for scheduled training.

Safety:

Service conditions for all Service Members must be maintained to all applicable local workplace health and safety regulations.

- FoodCorps provides background checks for all Service Members that include: a check of the National Sex Offender Public Website; criminal history checks through True Screen for both the state of service and state of application; and FBI fingerprinting conducted by Fieldprint. All background check channelers are designated by AmeriCorps and require clearance prior to start of service.
- FoodCorps Service Members will have tested negative for TB and FoodCorps will provide reimbursement for First Aid and CPR training and certification if required by the school.

School Name ___Curren and Chavez School_____

Curren School Principal or Administrator Name Pablo Ordaz Email pordaz@oxnardsd.org

Chavez School Principal or Administrator Name Bertha Anguiano Email banguiano@oxnardsd.org

Curren School Advisor Name **Kristin Deas/Jessica Glass** Email **kdeas@oxnardsd.org/
j2glass@oxnardsd.org**
Chavez School Advisor Name **Christopher Ing** Email **cing@oxnardsd.org**

Service Site Supervisor Name **Suzanne Lugotoff, Director, Child Nutrition Services**

FoodCorps Staff Name **TBD**

FoodCorps Staff Signature _____ Date _____

EXHIBIT D

FoodCorps Principles for Safety in Service During COVID-19

Last updated April 14, 2022, subject to change

FoodCorps' expectations for in-person service

For the 2021-2022 service term, FoodCorps' expectation is that service members will serve in person at their schools and sites when students and teachers are present for in-person learning in your community. If a member cannot meet the site or school's expectations for in-person service, they must request accommodation from the site and FoodCorps staff. If no reasonable accommodation can be met, FoodCorps will work with the state staff, service site, and service member regarding a temporary suspension of service or termination of the service term for the member.

FoodCorps' expectations for vaccinations:

2022-2023 Service Term: In accordance with CDC guidelines, FoodCorps will require COVID vaccinations for all service members. At present that includes one booster in addition to the primary series of vaccinations. This means that current service members who return for another term, and all new service members must submit proof of vaccination, including documentation of one booster by June 30, 2022 in order to begin service. Service members may request a medical or religious exemption. Any exemptions must be approved by FoodCorps' HR in addition to the local service site in order for a member to serve.

A note for service sites: FoodCorps requires all Service Sites and Schools to provide service members with training and up to date information on the specific school, site, and local protocols for public health and safety related to COVID-19. In the absence of more rigorous or specific guidance at the local level, the Service Site should ensure that FoodCorps service members comply with the following principles as minimum standards for safety. If, for any reason, a service member is unable, unwilling, or, as a Service Site, you cannot support them to adhere to these minimum standards, please inform the FoodCorps state team as soon as possible.

Principles for Safety

The impact of COVID-19 varies across the many communities we serve, as does the response of local and state officials. While policies and guidelines for safety differ depending on where you serve, every individual plays a role in preventing the spread of the virus. Your safety and that of the communities you serve is a top priority for FoodCorps. Therefore, we ask that all members

adhere to the minimum standards for safety outlined below. If your school, site, or state provides more prescriptive and specific guidelines, please read and comply with those protocols first and foremost. In cases where more rigorous guidelines do not exist, service members should follow the basic principles listed below. If, for any reason, a service member is unable, unwilling, or unsupported to adhere to these minimum standards, they should alert their site supervisor and state team as soon as possible.

FoodCorps will provide a reusable cloth mask for each service member at the beginning of the service term. FoodCorps also offers reimbursement for the purchase of safety equipment and supplies for your service, such as additional masks, hand sanitizer, gloves, disinfectants, etc., purchased through the Service Member Supply Fund, if you need more in addition to what your site, school, or district can provide.

The following principles are based on current research and guidance provided by public health professionals:

Stay informed

- Keep up to date on local school, district, site, and state public health policies, protocols and guidelines related to COVID-19 and adhere to them. Reach out to your site supervisor and state team if you have questions or concerns about these policies.
- Be familiar with the [symptoms of COVID-19](#)

Practice physical distancing

- Minimize close contact with anyone outside the members of your household, maintain a distance of at least six feet whenever possible.
- Whenever practical, engage in group activities outdoors (i.e. teach classes in the garden). If indoors, increase ventilation by opening windows.

Wear a well-fitting mask

- If you are in a public indoor area where [COVID-19 Community level](#) is high, you should wear a well-fitting mask, regardless of vaccination status.
- FoodCorps requires all staff, service members, and participants to follow [CDC guidelines](#) during in-person FoodCorps events, regardless of vaccination status, to the extent permitted by applicable state and local law.
- In areas where COVID Community Levels are high, consider wearing a mask in crowded outdoor settings and for activities with close contact with others.
- Maintain a distance of at least six feet even when wearing a mask when around others who are sick; a cloth face covering is not a substitute for social distancing.

Maintain good hygiene

- [Wash your hands](#) often with soap and water for at least 20 seconds especially after you have been in a public place, or after blowing your nose, coughing, or sneezing.

- If soap and water are not readily available, use a hand sanitizer that contains at least 60% alcohol.
- If you are around others and are not wearing a cloth face cover, remember to always cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow.
- Avoid touching your eyes, nose, and mouth with unwashed hands.
- Clean and disinfect frequently touched surfaces, including tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, and sinks.

Monitor your health

- Monitor for any [symptoms of COVID-19](#).
- Do NOT report for in-person service if you are even mildly sick. Stay home and let your Site Supervisor and FoodCorps State Team know immediately. If you have any symptoms of COVID-19, contact your health provider and ask whether you can or should be tested for the virus.
 - If you have been sick, adhere to local public health guidelines regarding when you may return to your school or site, but at a minimum, you should not return to service until you have been symptom free for at least 24 hours.

Get tested and isolate to prevent spread

- [See the CDC's guide to different test types](#). From the website: "*COVID-19 [self-tests](#) are one of many risk-reduction measures, along with vaccination, masking, and physical distancing, that protect you and others by reducing the chances of spreading COVID-19*".
- Per [CDC's guidelines regarding exposure and quarantine](#), if you are exposed to COVID-19 and are fully vaccinated (including boosters), or had the virus within the last 90 days, you do not need to quarantine. However you should take the following precautions: Wear a well-fitting mask around others for 10 days from the date of your last close contact with someone with COVID-19 and watch for symptoms
 - Get tested at least 5 days after exposure
 - As always, if your school or site has more rigorous safety guidelines in the case of COVID-19 exposure, please adhere to those.
- *If you are exposed to COVID-19 and are not fully vaccinated and have not had a confirmed case of COVID-19 within the last 90 days, you must quarantine for at least 5 days after your last contact with the infected individual.*
 - Monitor your health for symptoms of COVID-19 for at least 10 days and wear a well-fitting mask around others
 - Get tested after at least 5 days, whether or not you experience symptoms
- *If you test positive for COVID-19, you should isolate, and only return to service after:*
 - At least 5 full days **and**

- At least 24 hours with no fever without fever-reducing medication **and**
- Other symptoms of COVID-19 are improving
- We recommend taking an antigen test towards the end of the 5 day isolation period. If it is positive, continue to isolate until day 10.
- Please see the [CDC Guidelines for Isolation](#) for more detailed information, and adhere to the safety policies of your school or site if they are more rigorous.

Guidance for Service Members with Health Concerns

If you have a medical condition that may place you at a higher risk for severe COVID-19 illness, or are concerned for any other reason about your ability to serve safely given the needs and circumstances at your FoodCorps service site, please reach out to your FoodCorps' site supervisor and state team to discuss accommodations and/or a plan for alternative service. If you are uncomfortable discussing your medical situation with your site supervisor or state team, please reach out to FoodCorps' HR team at hr@foodcorps.org.

References and Additional Resources:

- [List of Links to State Health Department Websites](#)
- [CDC COVID Community Levels by County](#)
- [CDC List of Symptoms](#)
- [CDC Quarantine and Isolation Guidelines](#)
- [CDC Guidance on Small and Large Gatherings](#)
- [CDC Guidance for School Nutrition Professionals and Volunteers at Schools](#)
- [CDC Guidance on Reopening for Schools, Child Care, and Youth Programs](#)
- [CDC Guidance for COVID-19 Prevention in K-12 Schools](#)
- World Health Organization: [Coronavirus Disease Advice for the Public](#)
- World Health Organization: [Key Actions for Prevention in Schools](#)
- [Public Health Guidelines for Safe Community Gardening Best Practices for COVID-19](#)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s): Oxnard School District its Officers, Agents Directors, Employees and/or Volunteers</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

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

However:

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

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

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

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

whichever is less.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-67 – McGraw Hill LLC (DeGenna/Fox)

McGraw Hill LLC will provide In-Person Professional Development on “TK World of Wonders” for TK teachers on August 10, 2022.

FISCAL IMPACT:

Not to exceed \$2,500.00 – UTK Planning & Implementation Funds

RECOMMENDATION:

It is the recommendation of the Director, Teaching & Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-67 with McGraw Hill LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-67, McGraw Hill LLC \(9 Pages\)](#)
[Certificate of Insurance \(2 Pages\)](#)

OSD AGREEMENT #22-67

SERVICES AGREEMENT

This Agreement dated as of **August 3, 2022** (the “Effective Date”), is by and between McGraw Hill LLC, located at 8787 Orion Place, Columbus, OH 43240 and Oxnard School District (the “Customer”) (individually referred to as the “Party” or collectively as the “Parties”).

WHEREAS Customer desires to purchase the Services from McGraw Hill LLC desires to perform such Services on the terms and conditions set forth in this Agreement, including Exhibit A, and subject to the McGraw Hill LLC Standard Terms of Purchase located at 8787 Orion Place, Columbus, OH 43240.

NOW THEREFORE, The Parties hereby agree as follows:

1. Services. Subject to Customer’s payment of the Fees as outlined in Exhibit A, McGraw Hill LLC shall provide to Customer professional development services (the “Services”), on the Services Dates, as described below.

2. Fee. Customer agrees to pay the Fee for the Services, which will be invoiced by McGraw Hill LLC as set forth on Exhibit A. All invoices shall be paid by Customer within thirty (30) days of receipt. If such payments are not made within thirty (30) days, McGraw Hill LLC may terminate this Agreement, unless such breach is promptly cured. Upon execution of this agreement, client is required to submit a purchase order for the full amount listed on Exhibit A to ensure securement of dates.

3. Term. The term of this Agreement shall begin on the Effective Date and extend as written in Exhibit A.

4. Scheduling. The scheduling of Services to be delivered on specified dates (“Services Dates”) shall be outlined in the attached Exhibit A. Services to be delivered on dates to be determined (“TBD Dates”) must be delivered within twelve (12) months of receipt of the purchase order or other agreement. Fees paid for any TBD Dates not consumed within twelve

(12) months will be forfeited by the Customer. When scheduling TBD Dates, the Customer shall contact McGraw Hill LLC at least six (6) weeks prior to the first day on which the Customer would like the Services to begin. McGraw Hill LLC cannot guarantee availability of dates for specific consultants. The rescheduling and/or cancellation of Services may incur penalties as set forth in the McGraw Hill LLC Purchase Order Standard Terms and Conditions located at: <https://www.mheducation.com/purchase-order.html>

5. Intellectual Property; Prohibition on Reproduction. The intellectual property contained in the Services is considered “Confidential and/or Proprietary Information” to McGraw Hill LLC and are protected by copyright and other intellectual property rights. No part of the Services or any related materials may be videotaped, audio taped, photographed or in any way copied, excerpted, reproduced, or distributed without the prior written consent of McGraw Hill LLC's permission department.

6. General. All other terms of this Agreement are governed by the McGraw Hill LLC Purchase Order Standard Terms and Conditions located at: <https://www.mheducation.com/purchase-order.html>

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement:

Oxnard School District Authorized Signer

By: _____

Printed Name: Lisa A. Franz

Title: Director, Purchasing



Because learning changes everything.®

QUOTE PREPARED FOR:

Oxnard Elem School Dist
1051 SOUTH A ST
OXNARD, CA 93030-7442
ACCOUNT NUMBER: 233945

SUBSCRIPTION/DIGITAL CONTACT:

CONTACT:

SALES REP INFORMATION:

Ray Ramos
raymond.ramos@mheducation.com
(714) 483-1996

Section Summary	Value of All Materials	Free Materials	Product Subtotal
PROFESSIONAL DEVELOPMENT FULL DAY VIRTUAL TRAINING K-5	\$2,500.00	\$0.00	\$2,500.00
PRODUCT TOTAL*	\$2,500.00	\$0.00	\$2,500.00
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$0.00
GRAND TOTAL*			\$2,500.00

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 05/25/2022

ACCOUNT NAME: Oxnard Elem School Dist

EXPIRATION DATE: 07/09/2022

QUOTE NUMBER: MROSS-05252022-002

ACCOUNT #: 233945

PAGE #: 1



Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
PROFESSIONAL DEVELOPMENT FULL DAY VIRTUAL TRAINING K-5					
PROFESSIONAL DEVELOPMENT FULL DAY VIRTUAL TRAINING TWO 2 HOUR SESSIONS GRADE K-5	978-1-26-437305-5	1	\$2,500.00	\$0.00	\$2,500.00
PROFESSIONAL DEVELOPMENT FULL DAY VIRTUAL TRAINING K-5 Subtotal:				\$0.00	\$2,500.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 05/25/2022

ACCOUNT NAME: Oxnard Elem School Dist

EXPIRATION DATE: 07/09/2022

QUOTE NUMBER: MROSS-05252022-002

ACCOUNT #: 233945

PAGE #: 2



Because learning changes everything.®

QUOTE PREPARED FOR:

Oxnard Elem School Dist
1051 SOUTH A ST
OXNARD, CA 93030-7442
ACCOUNT NUMBER: 233945

CONTACT:

VALUE OF ALL MATERIALS	\$2,500.00
FREE MATERIALS	\$0.00
PRODUCT TOTAL*	\$2,500.00
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$2,500.00

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

Thank you!

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Lisa A. Franz, Director, Purchasing

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 05/25/2022

ACCOUNT NAME: Oxnard Elem School Dist

EXPIRATION DATE: 07/09/2022

QUOTE NUMBER: MROSS-05252022-002

ACCOUNT #: 233945

PAGE #: 3



All orders by McGraw-Hill ("Buyer") are subject to the terms set forth in this purchase order ("Order") and any attachments hereto.

If as of the date of this Order, a master or other agreement between Seller and Buyer is in effect ("Master Agreement"), this Order shall be governed by and is subject to the terms of that Master Agreement, and in the event of any inconsistency between this Order and the Master Agreement, the terms of the Master Agreement shall supersede any inconsistent terms in this Order. No modifications or changes to these terms and conditions will be binding upon Buyer unless made in writing, and signed by Buyer's authorized representative. Notice is hereby given that any additional or different term proposed by Seller is objected to and hereby rejected.

Applicable Law

The agreement arising pursuant to this Order shall be governed by the laws of the State of New York without reference to its choice of law provisions.

General Terms of Order

This Order is subject to the following conditions: (1) Based upon the approval of the required samples, if applicable; and (2) the work ordered must be in final and acceptable form and that all corrections and improvements are satisfactorily made and delivered on time.

Infringement

Seller will indemnify and hold harmless Buyer from and against any and all claims, demands and actions against Buyer, its subsidiaries and affiliates and their respective customers, for infringement or alleged infringement of any intellectual property, personal or other right of any third party by the Materials or services furnished under this order, or any part or use thereof. If Seller includes in the materials covered by this Order any content owned by third parties, for which permission is required for use in, and/or publication of, the materials, Seller will obtain all such permissions at Seller's expense.

Price

If the price is not stated on this Order or included in the Master Agreement or corresponding Statement of Work, Seller agrees to invoice at lowest prevailing market price.

Quality

If applicable, Seller shall obtain from Buyer written approval of all off-specifications work. Materials are subject to Buyer's inspection and approval within a reasonable time after delivery. If specifications are not met, or Seller is otherwise unable to produce the deliverables and/or perform the services outlined in this Order, according to specifications and to Buyer's satisfaction, in addition to other remedies available to Buyer, and at Buyer's option, material may be returned at Seller's expense and risk for all damages incidental to the rejection, or Buyer may accept the work and reduce the entire payment due under this Order subject to negotiation. Payment shall not constitute an acceptance of the material nor impair Buyer's right to inspect or any of its remedies.

Quantities

The specific quantity ordered must be delivered in full and not be changed without Buyer's written consent.

Termination

In addition to any other rights available to Buyer, Buyer may terminate the Order, in whole or in part, for its convenience by notice to Seller at any time prior to shipment by Seller.

Shipment and Importation

Shipment or delivery of goods or items in acceptable form must be made within the time stated on this Order, failing which Buyer reserves the right to cancel all or any part of this Order, without obligation to Seller. If the products covered by this Order are imported from other countries, Seller will be responsible for all legal, administrative and regulatory requirements associated therewith and the payment of any applicable dues, taxes and fees.

Taxes

Seller agrees to pay any taxes imposed by law upon or on account of the material ordered or services provided hereunder unless otherwise agreed.

Transportation

Routing – As indicated on the face of this Order, F.O.B.- Unless otherwise specified, ship collect, F.O.B. origin; Prepaid Transportation (when specified) – Charges must be supported by a paid freight bill or equivalent; Cartage, Premium Transportation, Insurance- No charge allowed unless authorized by Buyer; Consolidation-Unless otherwise instructed, consolidate all daily shipments to one destination on one bill of lading.

Compliance with Laws and Regulations

Seller agrees at all times to comply with all applicable Federal, State and local laws, rules and regulations. To the extent required by law, the terms of all applicable laws and regulations are incorporated into this Order, including the following, all of which have the same force and effect as if they were stated in their full text:

Equal Employment Opportunity – The provisions of Executive Order 11246 (as amended) on Equal Employment Opportunity and the Rules and Regulations thereto and incorporated by reference and Seller represents that he will comply, unless exempted.

The Buyer shall abide by the requirements of 41 CFR 60–1.4(a), 60–300.5(a) and 60–741.5(a), as shall the Seller to the extent required by law. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

Employment and Procurement programs – the following provisions are incorporated as they apply to performing work under government procurement contracts or otherwise apply to work or services performed under this Order: Utilization of Labor Surplus Area concerns (if in excess of \$10,000) (FPR 1-1.806-3(a)); Labor Surplus Area Subcontracting Program (if in excess of \$500,000)(FPR 1-1-805-3(b)); Affirmative Action for Handicapped Workers (if \$2,500 or more) (41 CFR60-941.4); Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (if \$10,000 or more) (41.CFR 60-250.4); Utilization of Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (if in excess of \$10,000) (46 Fed. Reg. 31028; Utilization of Women-Owned Business Concerns (if in excess of \$10,000) (46 Fed. Reg. 31033; Women-Owned Business Concerns Subcontracting Program (if in excess of \$500,000) (46 Fed. Reg. 31033).

Notice of Employee Rights - McGraw-Hill is in compliance with Title 29 CFR 471, Appendix A, Subpart A.

Wages and Hours

Seller warrants that in the performance of this Order Seller has complied with all of the provisions of the Federal Fair Labor Standards Act as amended and any other applicable comparable state or local laws and any applicable requirements under any laws relating to Workman's Compensation and Disability Benefits Programs. If Seller does not have required Workmen's Compensation or Employer's Disability Insurance, Seller agrees to indemnify Buyer against all damages sustained by Buyer resulting from Seller's failure to maintain such insurance.

Seller Labor on Premises

If this Order requires the performance of labor on Buyer's premises the Seller agrees to indemnify and protect Buyer against all liabilities, claims or demands for injuries or damages to person or property arising from the performance of this Order.

Warranty for Materials

In addition to compliance with all specifications concerning this Order, Seller expressly warrants that the materials and articles covered by this Order shall be free from defects in material and/or workmanship, and shall be MERCHANTABLE. Such warranty shall survive delivery and acceptance.

Intellectual Property Rights/Warranty

If this Order is for the creation of content for Buyer or any provision of services, Seller grants and assigns to Buyer all intellectual property rights to the work performed or content developed hereunder, unless otherwise specified. If applicable, any materials created hereunder by the Seller for the Buyer are work made for hire, unless otherwise specified, provided that if any of such work created for Buyer may not, by operation of law, be a work made for hire, Seller hereby assigns to Buyer all ownership rights, including, without limitation, copyright to such work unless otherwise expressly agreed in writing between Buyer and Seller.

If this Order is for the creation of content for Buyer, the Seller warrants that the materials delivered hereunder will contain no material from other copyrighted works without the written permission of the owner of such copyrighted material. The Seller will obtain at Seller's sole expense and bear all cost for such permission and deliver them in writing to Buyer on or before delivery of the materials. The Seller warrants that the work does not and will not infringe upon any copyright, violate any proprietary rights, or contain any

libelous, injurious or unlawful matter. In the event of claim, demand or suit against the Buyer by reason of any violation of proprietary right or copyright, or by reason of any libelous, unlawful or otherwise injurious material, contained in the materials delivered under this Order, the Buyer may take any action it deems appropriate for the resolution of such dispute, and unless and until such claim, demand, or suit has been favorably settled or withdrawn, the Buyer may withhold any sums due the Seller under this Order.

Payment

Unless otherwise agreed in writing, the payment terms of this Order are net 60 days after the later of receipt of Seller's valid invoice or receipt by Buyer of acceptable products, materials or services. All invoices against this Order need to be received by Buyer no later than thirty (30) days after the products, materials and/or services covered by this Order have been finalized or delivered. Failure to submit billing during this time period or failure to notify Buyer, in writing, about any overages, may reduce the amount paid by Buyer towards the materials and/or services covered by this Order. Buyer will be released from any obligation to pay Seller any amounts set forth in any invoices under this Order received by Buyer later than ninety (90) days after the materials and/or services covered by this Order have been finalized or delivered.

Limitation of Liability

To the extent permitted by local law, in no event will Buyer be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/31/2022

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 Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED McGraw-Hill Education, Inc. 1325 Avenue of the Americas New York, NY 10019 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Ins Co		16535
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570092282876** **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. **Limits shown are as requested**

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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO509592809	04/01/2022	04/01/2023	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 5095930 09	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC509592609 WC509592708	04/01/2022 04/01/2022	04/01/2023 04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570092282876

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project Number/ Contract Number: Professional Development - StudySync. Oxnard School District is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District Attn: Erica Murillo de Jeronimo Admin Assistant 1051 S. A Street Oxnard CA 93030 USA	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 <i>Aon Risk Services Northeast, Inc.</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/31/2022

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 Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED McGraw-Hill Education, Inc. 1325 Avenue of the Americas New York, NY 10019 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Zurich American Ins Co		16535
	INSURER B: The Continental Insurance Company		35289
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570092283122** **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. **Limits shown are as requested**

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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO509592809	04/01/2022	04/01/2023	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 5095930 09	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$3,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			7018652189 SIR applies per policy terms & conditions	04/01/2022	04/01/2023	EACH OCCURRENCE	\$15,000,000
							AGGREGATE	\$15,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC509592609 WC509592708	04/01/2022 04/01/2022	04/01/2023 04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

Certificate No : 570092283122

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
McGraw-Hill Education. Oxnard School District is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy but only for the activities of McGraw-Hill Education its employees, officers and directors.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District Attn: Ronit Driver Administrator of Curriculum State and Federal Programs Oxnard CA 93030 USA	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: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #22-68 – TouchMath (DeGenna/Jefferson)

TouchMath will provide Professional Development for Moderate Severe teachers during the 2022-2023, 2023-2024, and 2024-2025 school years.

Term of Agreement: August 4, 2022 through June 30, 2025

FISCAL IMPACT:

Not to exceed \$22,500.00 – Special Education Learning Recovery

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-68 with TouchMath.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-68, TouchMath \(13 Pages\)](#)
[Quote \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-68

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of August 2022 by and between the Oxnard School District (“District”) and (“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 4, 2022 through June 30, 2025 (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-Two Thousand Five Hundred Dollars (\$22,500.00), 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: 805.487.9648

To Consultant: TouchMath
5445 Mark Dabling Blvd.
Colorado Springs, CO 80918
Attention: Laura Cox
Phone: (800) 888.9191
Fax: (888) 452-2448
Email: laura.cox@touchmath.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** DANIELLE JEFFERSON shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

TOUCHMATH:

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 #22-68

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-68

SERVICES

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

***PER ATTACHED FEE SCHEDULE**

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

***PER ATTACHED FEE SCHEDULE**

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 #22-68

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-68

COMPENSATION

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

Total compensation shall not exceed Twenty-Two Thousand Five Hundred Dollars (\$22,500.00), per the attached Fee Schedule, 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 \$22,500.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-68

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.~~

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 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~~

Not Project Related

Project #22-68

~~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 #22-68

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-68

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



5445 Mark Dabling Blvd
 Colorado Springs, CO 80918
 Phone: (800) 888-9191
 Fax: (888) 452-2448
 FTIN: 83-1927094

Quote Date 6/17/2022
 Expiration Date 8/16/2022

Quote Number 00001174

Price Quote

Contact Name Patty Tolle
 Phone (805) 385-1501x2168
 Email ptolle@oxnardsd.org

Prepared by Laura Cox
 Phone (719) 593-2448
 Email laura.cox@touchmath.com

Bill To Account Oxnard School District
 Bill To 1051 S A St
 Oxnard, CA 93030

Ship to Account Oxnard School District
 Ship To 1051 S A St
 Oxnard, CA 93030

Product SKU	Product	Line Item Description	Quantity	Price	Extended
2726	PL TouchMath Train-the-Trainer - Virtual	3 Virtual 2 Hour Sessions Training Program Specialists to be Trainers in TouchMath, 3 Hour Jumpstart with Trainers for all teachers, plus follow up sessions throughout the semester, accounts in TM Pro and TM Now, manipulatives and classroom aides	1	\$5,000.00	\$5,000.00
2738	PL TouchMath JumpStart - Virtual	3 Hour Virtual Sessions Annually for all Oxnard Teachers After Train the Trainer is Completed	2	\$1,250.00	\$2,500.00
2737	PL TouchMath JumpStart - On-Site	Annual In-Person Training Day for All Oxnard Teachers After Train the Trainer is Completed	3	\$5,000.00	\$15,000.00

Subtotal \$22,500.00
 Shipping and Handling \$0.00
 Tax \$0.00
 Order Total USD \$22,500.00

- Quote Only -

Please make checks payable in US Dollars to TouchMath Acquisition LLC

To designate a license administrator for software license purchases, please email orders@touchmath.com with the designee's name and contact information.

Products are periodically revised which may result in changes to availability and prices quoted. If an extension of time is needed for this quote, please contact us at 1-800-888-919 Monday through Thursday 7:00 a.m. - 5:00 p.m. and Friday 7:00 a.m. - Noon MST. Purchase Orders should be generated on official district or school form or school letterhead and include the date, item numbers, descriptions, prices, and an authorized signature for payment. Please reference the above Quote number on your P.O. and in further communications.

To expedite your order, please email your P.O. to orders@touchmath.com

A copy of our Sole Source Letter and current W9 form can be downloaded from our website at www.touchmath.com/OrderInfo
 Use of TouchMath digital and online products and services are subject to the terms and privacy policies posted therein.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #22-69 – Acceleration Behavioral Therapies (DeGenna/Jefferson)

Acceleration Behavioral Therapies will provide consultant services to the Special Education Services Department during the 2022-2023 school year. Services to include applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for students as requested or assigned by their school for services.

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

FISCAL IMPACT:

Not to exceed \$400,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-69 with Acceleration Behavioral Therapies.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-69, Acceleration Behavioral Therapies \(13 Pages\)](#)
[Rate Sheet \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-69

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of August 2022 by and between the Oxnard School District (“District”) and Acceleration Behavioral Therapies (“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 July 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.

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 Four Hundred Thousand Dollars (\$400,000.00), per attached rate sheet, unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [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: 805.487.9648

To Consultant: Acceleration Behavioral Therapies
16501 Ventura Blvd., #400
Encino, CA 91436
Phone: (818) 356.8106
Fax: (818) 356.8113
Email: JFreilich@accelerationbt.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** DANIELLE JEFFERSON shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

ACCELERATION BEHAVIORAL THERAPIES:

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 #22-69

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-69

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 #22-69

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-69

COMPENSATION

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

Total compensation shall not exceed Four Hundred Thousand Dollars (\$400,000.00), per attached Proposal/Rate Sheet, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$400,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-69

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 #22-69

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 #22-69

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-69

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, **ACCELERATION BEHAVIORAL THERAPIES**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Acceleration Behavioral Therapies

Phone: (818) 356-8106

Fax: (818) 356-8113

Info@AccelerationBT.com

16501 Ventura Blvd., Ste. 400, Encino, CA 91436

California Department of Education / SELPA / School District Chargemaster

School Related Service	Description of ABT staff qualification	Rate (per hour)
BII (Behavior Intervention Implementation)	Are under the supervision of personnel qualified under subdivision (a); and (B) possess a high school diploma or its equivalent; and (C) receive the specific level of supervision required in the pupil's IEP. (see: 5 CCR 3051.23)	\$60.00
BID (Behavior Intervention Development)	master's degree issued by a regionally accredited post-secondary institution in education, psychology, counseling, behavior analysis, behavior science, human development, social work, rehabilitation, or in a related field. (see: 5 CCR 3051.23)	\$85.00

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-72 – Jennifer Schexnayder (DeGenna/Prater)

Jennifer Schexnayder will provide twenty-one (21) days of Professional Learning and Strategic Planning for TK-5th grade teachers.

Term of Agreement: August 4, 2022 through June 30, 2023

FISCAL IMPACT:

Not to exceed \$26,250.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Manager, Mathematics & Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-72 with Jennifer Schexnayder.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #22-72, Jennifer Schexnayder \(4 Pages\)](#)

OSD AGREEMENT #22-72

INDEPENDENT CONTRACTOR AGREEMENT Professional Learning Services Contract between Oxnard School District and Jennifer Schexnayder (Contractor) Aug 4, 2022- June 30, 2023

This Agreement is hereby entered into between the Oxnard School District, hereinafter referred to as "District," and Jennifer Schexnayder, 1840 Via Del Rey, South Pasadena, CA 91030, phone: (323) 251-6996, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide 21 days of "Professional Learning and Strategic Planning for grades TK-5 hereinafter referred to as "Services".
2. Term. Contractor shall commence providing Services under this Agreement on August 4, 2022 -June 30, 2023, and will diligently perform as required and complete performance.
3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Twenty-six Thousand Two Hundred and Fifty Dollars (\$26,250). District shall pay Contractor accordingly 30 days following approved quarterly invoice.
4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.
5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the Services to be provided under this Agreement. Contractor shall assume full responsibility for

payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. W9 is provided with this contract.

6. Materials. District shall furnish, at its own expense, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. This includes copies for participants provided by contractor before workshop or Embed Professional Learning sessions, audio visual equipment, chart paper, supplies for participants writing implements, paper or post-its. **Books: A copy of *Children's Mathematics, Second Edition, by Thomas P. Carpenter* (2017) et al.,** shall be provided to each teacher at each school site participating in Embedded Professional Learning.

7. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice no less than 30 prior by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

8. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

Scope of Work

Objectives:

- Support the on-going growth and development of mathematics instruction in accordance with Oxnard School District's Mathematics Pedagogy Statement to deliver high quality mathematics instruction and support to all learners
- Proactively addressing unfinished learning through the strategic teaching of grade-level standards and embedded supports for prior grade-level standards.

Timeline:

The 2022 - 2023 school year, beginning August 4, 2022 and ending June 30, 2023. The scope of the work, dates and times will be designated by and coordinated with district instructional leaders, and school site leadership.

Overview of Work:

- **Strategic Planning for Mathematics Instruction**
Collaboratively, district leaders, and Professional Learning Contractor will create and implement mathematics instruction professional learning centered around **Oxnard's Mathematics Pedagogy Statement**: Contractor will engage faculty in challenging assumptions regarding what it means to be a competent mathematician and what it means to engage in meaningful mathematics. Using the CA Mathematics Framework and Standards, Contractor will support the engagement of students with deep mathematical ideas through tasks that support multiple entry points.
- **Mathematics Leadership Collaboration:**
Contractor will conference with district Instructional Leaders to collaborate in planning and support of ongoing School Site Embedded Professional Learning. These meetings will be scheduled by Leadership Collaboration Team
- **Problem Solving Workshop: Aug. 11, 2022-** 4 sessions not to exceed 72 participants per session.
- **Embed Teacher Professional Learning & Support**
Provide on-site support to teachers and grade-level teams. Coaching support can include include, but not be limited to, coaching, co-teaching, planning, observation, and debriefing
- **Contractor:**
Jennifer Schexnayder,
email: jschexx@gmail.com,
address: 1840 Via Del Rey
South Pasadena, CA 91030
phone: (323) 251-6996

Cost/Payment/Fees:

All work will be billed at the daily rate of \$1250.

- Strategic Planning, Leadership Collaboration and Communication not to exceed: 5 days
- In-Person Site Based Professional Learning and Support: (9 days in person + 5 days content planning and school site collaboration) Coach will work with three elementary schools designated by district, dates and times to be determined
- **Problem Solving Workshop: August 11, 2022** (1 day in person, 1 day content planning)

Contract not to exceed \$26,250 Checks payable to: Jennifer Schexnayder see attached W9

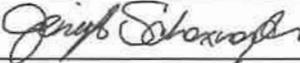
- A. **Non-payment:** If payment is not received within 60 days, interest will be charged at a rate of 10% per annum until paid in full. In addition, if the matter is sent to a collection agency, it is agreed that the district will pay any and all collection costs and reasonable attorney’s fees.
- B. **Cancellation Policy:** Notice of any cancellations **must be given in writing 30 days** prior to the first scheduled workshop. After that time, the district will still be charged the full amount of scheduled sessions. (Dates to be agreed upon before work commences.. In-Person Coaching may be rescheduled (minimum 48 hours notice requested) within 60 days of original date.
- C. **Entire Agreement:** This contract contains the entire agreement of the parties. There are no warranties expressed or implied other than as set forth herein.

District Representative, Name: Lisa A. Franz Title: **Director, Purchasing**

School/District: Oxnard School District Phone: 805-385-1501

Address: 1051 South A Street, Oxnard, CA 93030

Authorized Signature: _____ Date: _____

Contractor Signature:  Jennifer Schexnayder Date: June 28, 2022

The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party. Please fill out the information above.

Return the entire form by email to Jennifer Schexnayder at: jschexx@gmail.com

Thank you.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-74 – Karen S. Recinos (DeGenna/Prater)

Karen S. Recinos will provide twenty-one (21) days of Professional Learning and Strategic Planning for TK-5th grade teachers.

Term of Agreement: August 4, 2022 through June 30, 2023

FISCAL IMPACT:

Not to exceed \$26,250.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Manager, Mathematics & Physical Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-74 with Karen S. Recinos.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-74, Karen S. Recinos \(4 Pages\)](#)

INDEPENDENT CONTRACTOR AGREEMENT
Professional Learning Services Contract between
Oxnard School District and Karen S. Recinos (Contractor)
Aug 4, 2022- June 30, 2023

This Agreement is hereby entered into between the Oxnard School District, hereinafter referred to as "District," and Karen S. Recinos, 5502 Bevis Ave., Sherman Oaks, CA 91411, phone: (818) 384-1251, hereinafter referred to as "Contractor."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special Services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special Services required;

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special Services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by Contractor. Contractor shall provide 21 days of "Professional Learning and Strategic Planning for grades TK-5 hereinafter referred to as "Services".

2. Term. Contractor shall commence providing Services under this Agreement on August 4, 2022-June 30, 2023, and will diligently perform as required and complete performance.

3. Compensation. District agrees to pay the Contractor for Services satisfactorily rendered pursuant to this Agreement a total fee not to exceed Twenty-six Thousand Two Hundred and Fifty Dollars (\$26,250). District shall pay Contractor accordingly 30 days following approved quarterly invoice.

4. Expenses. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.

5. Independent Contractor. Contractor, in the performance of the Services pursuant to this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the

Services to be provided under this Agreement. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. W9 is provided with this contract

6. Materials. District shall furnish, at its own expense, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement. This includes copies for participants provided by contractor before workshop or Embed Professional Learning sessions, audio visual equipment, chart paper, supplies for participants writing implements, paper or post-its. **Books: A copy of *Children's Mathematics, Second Edition, by Thomas P. Carpenter* (2017) et al., shall be provided to each teacher at each school site participating in Embedded Professional Learning.**

7. Termination. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for Services satisfactorily rendered to the date of termination. Written notice no less than 30 prior by District shall be sufficient to stop further performance of Services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner

8. Hold Harmless. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the Services called for in this Agreement, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(b) Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Contractor, or any person, firm or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with, the Services covered by this Agreement, whether said injury or damage occurs either on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

(c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

Scope of Work

Objectives:

- Support the on-going growth and development of mathematics instruction in accordance with Oxnard School District's Mathematics Pedagogy Statement to deliver high quality mathematics instruction and support to all learners
- Proactively addressing unfinished learning through the strategic teaching of grade-level standards and embedded supports for prior grade-level standards.

Timeline:

The 2022 - 2023 school year, beginning Aug. 4, 2022 and ending June 30, 2023. The scope of the work, dates and times will be designated by and coordinated with district instructional leaders, and school site leadership.

Overview of Work:

- **Strategic Planning for Mathematics Instruction**
Collaboratively, district leaders, and Professional Learning Contractor will create and implement mathematics instruction professional learning centered around **Oxnard's Mathematics Pedagogy Statement**: Contractor will engage faculty in challenging assumptions regarding what it means to be a competent mathematician and what it means to engage in meaningful mathematics. Using the CA Mathematics Framework and Standards, Contractor will support the engagement of students with deep mathematical ideas through tasks that support multiple entry points.
- **Mathematics Leadership Collaboration:**
Contractor will conference with district Instructional Leaders to collaborate in planning and support of ongoing School Site Embedded Professional Learning. These meetings will be scheduled by Leadership Collaboration Team
- **Counting Collections Workshop: Aug. 11, 2022-** 4 sessions not to exceed 72 participants per session.
- **Embed Teacher Professional Learning & Support**
Provide on-site support to teachers and grade-level teams. Coaching support can include include, but not be limited to, coaching, co-teaching, planning, observation, and debriefing
- **Contractor:** **Karen Recinos**
email: recinossuly@gmail.com
address: 5502 Bevis Ave.
Sherman Oaks, CA 91411
phone: (818) 384-1251

Contract not to exceed \$26,250 Checks payable to: Karen S. Recinos see attached W9

- A. **Non-payment:** If payment is not received within 60 days, interest will be charged at a rate of 10% per annum until paid in full. In addition, if the matter is sent to a collection agency, it is agreed that the district will pay any and all collection costs and reasonable attorney's fees.

- B. **Cancellation Policy:** Notice of any cancellations **must be given in writing 30 days** prior to the first scheduled workshop. After that time, the district will still be charged the full amount of scheduled sessions. (Dates to be agreed upon before work commences.. In-Person Coaching may be rescheduled (minimum 48 hours notice requested) within 60 days of original date.
- C. **Entire Agreement:** This contract contains the entire agreement of the parties. There are no warranties expressed or implied other than as set forth here

District Representative, Name: Lisa A. Franz Title: Director, Purchasing
 School/District: Oxnard School District Phone: 805-385-1501

Address: 1051 South A Street, Oxnard, CA 93030

Authorized Signature: _____ Date: _____

Contractor Signature:  _____ Karen S. Recinos Date: June 28, 2022

The individual signing this Agreement warrants that he/she is authorized to do so. The Parties understand and agree that a breach of this warranty shall constitute a breach of the Agreement and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

Please fill out the information above.
Return the entire form by email to Karen S. Recinos at: recinossuly@gmail.com
 Thank

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-75 - Diane Turini-Mize, LMFT, SEP (DeGenna/Nocero)

Diane Mize. will provide individual and/or family psychotherapy for students in Kindergarten - 8th grade in the Oxnard School District. She will assess and treat students whose inappropriate school behavior affects his/her classroom learning. Her extensive training in complex trauma resolution addresses those classroom behaviors which impacts the student's academic achievement and the learning of others. She will facilitate student learning of anger management and decision-making skills, and will also facilitate transition of students returning to their mainstreamed classroom in the Oxnard School District.

Diane Mize will attend weekly meetings with the Director of Pupil Services, and she will participate in district monthly and site weekly/biweekly Opportunity Class meetings. She will also attend professional learning opportunities provided for school counselors to provide continuity of care for Tier 1 students. She also has the capability to work via HIPAA compliant tele-health if needed.

Term of Agreement: August 17, 2022 through June 30, 2023

FISCAL IMPACT:

Not to exceed \$92,000.00 – MAA Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-75 with Diane Turini-Mize.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-75, Diane Turini-Mize \(13 Pages\)](#)

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

[Certificate of Insurance \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-75

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of August 2022 by and between the Oxnard School District (“District”) and Diane Turini-Mize, LMFT, SEP (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **August 17, 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, including reimbursement for actual expenses, shall not exceed Ninety-Two Thousand Dollars (\$92,000.00), 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: Dr. Jodi Nocero
Phone: (805) 385.1501, x2161
Fax: (805) 487.9648

To Consultant: Diane Turini-Mize, LMFT, SEP
Marriage Family Therapist #38366
4309 Deepwell Lane
Moorpark, CA 93021
Phone: (805) 405.0718
Fax:

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. DR. JODI NOCERO** 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:

DIANE TURINI-MIZE, LMFT, SEP:

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 #22-75

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-75

SERVICES

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

***CONSULTANT WILL PROVIDE INDIVIDUAL AND/OR FAMILY PSYCHOTHERAPY FOR STUDENTS IN KINDERGARTEN THROUGH 8TH GRADE AS NEEDED IN THE OXNARD SCHOOL DISTRICT DURING THE 2022-23 SCHOOL YEAR.**

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

N/A

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 #22-75

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-75

COMPENSATION

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

*****TOTAL FEE NOT TO EXCEED \$92,000.00***

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 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 \$92,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-75

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 #22-75

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 #22-75

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-75

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, **DIANE TURINI-MIZE, LMFT, SEP**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Diane Turini Mize, LMFT, SEP
Licensed Marriage Family Therapist 38366
Somatic Experiencing® Practitioner
4309 Deepwell Lane
Moorpark, CA 93021
805-405-0718

To: Oxnard School District, 1051 South "A" Street, Oxnard, CA 93030

For: Diane Turini Mize, Licensed Marriage Family Therapist #38366

Date: May 15, 2022

RE: Proposal for Individual and/or family Psychotherapy for students K-8th grade in the Oxnard School District.

SCOPE OF WORK:

Diane Turini Mize, Licensed Marriage Family Therapist #38366 will provide individual and/or family psychotherapy for students in Kindergarten - 8th grade in the Oxnard School District. She will assess and treat students whose inappropriate school behavior affects his/her classroom learning. Her extensive training in complex trauma resolution addresses those classroom behaviors which impacts the student's academic achievement and the learning of others. In addition, she will facilitate student learning of anger management and decision making skills. She will also facilitate transition of students to their returning mainstreamed classroom in the Oxnard School District.

In addition, she will attend professional learning opportunities provided for school counselors in order to provide continuity of care for Tier 1 students. She also has the capability to work via HIPAA compliant tele-health if needed.

Diane will participate in weekly meetings with Dr. Nocero, Director of Pupil Services as support for individual students. She will participate in OSD Opportunity Class monthly meetings as well as weekly/bi-weekly Opportunity Class site meetings.

Additional areas of expertise: Somatic Experiencing Practitioner (trauma resolution) , trained in EMDR Eye Movement Desensitization and Reprocessing (trauma resolution), trained in Capicatar Community Wellness Education, Supervisor of Marriage and Family Therapist Associates at the Free Clinic of Simi Valley, Simi Valley, CA.

Dates of Service: Academic School Year 2022-2023, 5 days a week.

Consultant Compensation: \$92,000



Certificate of Liability Insurance

Date Issued: 01/04/2022

Underwritten by: Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058
Administered by: CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

Insured: DianeTurini Mize MFT
Diane Mize
4309 Deepwell Lane
Moorpark, CA 93021

Policy Number: AR81812
Policy Term: 02/21/2022 to 02/21/2023

Covered Locations

Professional Liability: Portable coverage, not location specific

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	\$ 1,000,000	\$ 5,000,000
Supplemental Liability	\$ 1,000,000	\$ 5,000,000
Licensing Board Defense	\$ 100,000	\$ 100,000
Commercial General Liability	N/A	N/A
• Fire/Water Legal Liability	N/A	N/A
Business Personal Property	N/A	N/A
Cyber Liability (Claims Made Form)		
Retroactive Date: 02/21/2022	\$ 25,000	\$ 25,000

Comments/Special Descriptions:

Certificate Holder

Oxnard School District
1051 South A Street
Oxnard, CA 93030

Certificate Holder has been added as an additional insured

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **Notice of Cancellation** will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

Authorized Representative
C. Philip Hodson

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY.

Additional Insured Endorsement

This endorsement modifies insurance provided under the following:

**ALLIED HEALTHCARE PROVIDERS PROFESSIONAL
AND SUPPLEMENTAL LIABILITY INSURANCE POLICY**

In consideration of the premium paid, this policy is amended as follows:

Oxnard School District is hereby added as an Additional Insured, solely for **Damages** arising out of a **Professional Incident** covered under this policy. The **Professional Incident** must arise out of services provided by the **Insured**, under contract with **Oxnard School District**.

Additional Insured Name and Mailing Address:
Oxnard School District

1051 South A Street
Oxnard, CA , 93030

All other terms and conditions of this policy remain unchanged.

Policy #: AR81812
Effective on or after: 02/21/2022
Issued to: DianeTurini Mize MFT
Expiration date: 02/21/2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #22-77 – Art Trek Inc. (DeGenna/Rubin)

Art Trek Inc. will provide on-site/in person Art Trek Site Instructors for art lessons in grades K-5th at Kamala School.

Term of Agreement: August 17, 2022 through June 15, 2023

FISCAL IMPACT:

Not to Exceed \$14,535.00 – Supplemental Concentration Funds

RECOMMENDATION:

It is the recommendation of the Principal, Kamala School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-77 with Art Trek Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-77, Art Trek Inc. \(1 Page\)](#)
[Certificate of Insurance \(3 Pages\)](#)



ART TREK, INC.

A 501 (C) (3) non-profit organization
2022-2023 AGREEMENT FOR SITE INSTRUCTIONAL SERVICES
Six session Program
Kamala Elementary School

This Agreement for Instructional Services between Kamala Elementary School with its address at 634 West Kamala Street, Oxnard, CA 93033 and Art Trek, with its principal office at 703 Rancho Conejo Blvd. Newbury Park, CA 91320.

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

SERVICES for grades K-5:

ART TREK shall provide the following services to your school:

- Art Trek Site Instructors for grades K-5 for six sessions

PAYMENT: Art Trek will be paid as follow

- **Program Fee-Grades K-5:** To be paid monthly for the number of hours on campus to teach 23 classes. The cost is \$95 per hour. The classes run 40-55 minutes.

The estimated time to teach 23 classes each session is 25.5 hours.
25.5 hours x \$95 per hour = \$2422.50 per session.

6 sessions x \$2422.50 = \$14,535.00 for the year.

INVOICING

Invoicing shall be done on a monthly basis.

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

If this Agreement meets with your approval, please sign, date, and return so we can move forward!



Nan Young- Director

June 16, 2022

Date

Lisa Franz, Director, Purchasing

Date

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is executed prior to the "bodily injury", "property damage" or "personal and advertising injury"	Locations and operations covered under this policy when required by written contract executed prior to the "bodily injury", "property damage" or "personal and advertising injury"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #22-79 – The Coalition for Family Harmony (DeGenna/Nocero)

The Coalition for Family Harmony will provide trained facilitators to work in conjunction with school Assistant Principals, Counselors, and Outreach Specialists, to coordinate and facilitate Teen Dating Violence Education Groups at all schools for K-8th grade girls, and Bystander Groups for K-8th grade boys.

Term of Agreement: August 5, 2022 – June 30, 2023

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-79 with The Coalition for Family Harmony.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #22-79, The Coalition for Family Harmony \(2 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

OSD AGREEMENT #22-79

The Coalition for Family Harmony and Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between Coalition for Family Harmony and the Oxnard School District.

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. The Coalition will provide trained facilitators to work in conjunction with school assistant principals, counselors and outreach specialists to coordinate and facilitate Teen Dating Violence Education Groups at the schools for K - 8th grade girls and Bystander Groups for K - 8th grade boys.

Classes and intervention sessions will be conducted at designated Intermediate schools, based on need factor and identification of students. Teen Dating Violence groups will be for seven weeks /1 hour per session. The Bystander Groups will be for two week/1 hour sessions. All groups will be run by MFT Interns and Trainees who are under Clinical Supervision. The curriculum will cover the myths of sexual harassment, sexual assault and rape, methods that perpetrators use, date rape drugs, and rape and sexual assault prevention. The Coalition also offers a multitude of services that counselors and outreach specialists may refer families to as they are identified, such as: counseling, parenting programs, child abuse intervention programs, legal services, crisis response and intervention, and emergency shelter. If students within the group are identified as being in need of additional services, they and their families could be referred to some of the other services available through the coalition. Should MFT interns be available through Coalition for Family Harmony, students may be seen on school campuses.

TERM: The term of this MOU shall commence August 5, 2022 - June 30, 2023.

COMPENSATION: The Oxnard School District **will not be charged for the services** provided by The Coalition for Family Harmony for this program.

DESCRIPTION OF SERVICES:

A. Oxnard School District agrees to the following:

1. Serve as lead Administrative Agent of all schools.
2. Provide space to accommodate the Coalition staff member assigned at each school for Crisis Counseling as needed.
3. Refer students through teacher referrals, SST and CST referrals based on the needs of the student.
4. The Outreach Specialists and counselors will organize, update and maintain records for all students and provide feedback to teachers.
5. Utilize Oxnard School District approved parent permission slips for participation prior to students being served.

B. Coalition for Family Harmony agrees to the following:

1. Provide trained facilitators at all agreed sites.
2. Work within the time frame appropriate for the school and agreed upon with the Site assistant principals, not interrupting instructional time.
3. Follow Oxnard School District HIPPA procedures concerning client confidentiality.
4. Provide individual and group supervision to facilitators.
5. Utilize Pre and Post surveys with students attending groups and share the data with the Site Administrator, Outreach Specialists and School Counselors.
6. Provide representation at meetings convened by the Oxnard School District to review the program.
7. Be responsible for having all facilitators screened and fingerprinted and testing for TB at their cost prior to beginning the program. The Coalition will be responsible for ensuring that all facilitators sent to the school sites have proper clearance to work with children as well as a cleared TB test.
8. Provide OSD with a certificate of Insurance (General Liability and Workman's Comp) naming the Oxnard School District as "additional insured".

TERMINATION: Either party may terminate this MOU without cause upon thirty (30) days written notice.

AUTHORIZED APPROVAL:

THE COALITION FOR FAMILY HARMONY:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Caroline Prijatel-Sutton, Executive Director
Typed Name/Title

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

Date

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #22-80, Children's Resource Program/Ventura County Medical Resource Foundation (DeGenna/Nocero)

The Children's Resource Program's purpose is to ensure that all children in Ventura County can obtain health care regardless of access to health insurance or families' ability to pay for health care. The services provided are through doctors/physicians that volunteer their time and services and are contracted with Children's Resource Program. Program training will be provided to OSD staff regarding the referral process and services provided by Children's Resource Program, and they will respect and work in conjunction with Oxnard School District's policies and procedures.

Term of Agreement: August 5, 2022 through June 30, 2023

FISCAL IMPACT:

The Oxnard School District will not be charged for the services provided by Children's Resource Program/Ventura County Medical Resource Foundation.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-80 with Children's Resource Program/Ventura County Medical Resource Foundation.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #22-80, Children's Resource Program-Ventura County Medical Resource Foundation \(2 Pages\)](#)

Agreement/Memorandum of Understanding #22-80
Children's Resource Program/Ventura County Medical Resource Foundation

This Memorandum of Understanding (MOU) is entered into by and between the Children's Resource Program/Ventura County Medical Resource Foundation and Oxnard School District.

Purpose: The Children's Resource Program's purpose is to ensure that all children in Ventura County can obtain health care regardless of access to health insurance or their family's ability to pay for health care.

The services provided are through doctors/physicians that volunteer their time and services and are contracted with Children's Resource Program.

Term: The term of this MOU is effective August 5, 2022 through June 30, 2023.

Compensation: Oxnard School District **will not be charged for the services provided by** Children's Resource Program/Ventura County Medical Resource Foundation.

Description of Services:

A. Oxnard School District agrees to the following:

1. Serve as lead administrative agent of all schools.
2. Provide student referrals to the Provider as appropriate.
3. Outreach specialist or designated staff will provide information about the Provider and offer programs to families as appropriate.

B. Children's Resource Program/Ventura County Medical Resource Foundation agrees to the following:

1. Provider will provide documents of liability insurance with Oxnard School District listed as additional insured.
2. Provider agrees to the following Oxnard School District program guidelines and complies with HIPPA standards.
3. Provide training to the Oxnard School District staff regarding referral process and services provided by Children's Resource Program/Ventura County Medical Resource.
4. Children's Resource Program/Ventura County Medical Resource staff will respect and work in conjunction with the school and district policies and procedures.

Termination: Either party may terminate this MOU without cause upon thirty (30) days written notice.

Authorize Approval:

**Children’s Resource Program/
Ventura County Medical Resource
Foundation:**

Oxnard School District:

Signature

Signature

Victoria Chandler, President/CEO
Typed Name/Title

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

Date

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #22-86 – ATX Learning, LLC (DeGenna/Jefferson)

ATX Learning, LLC will provide temporary supplemental staffing to the Special Education Services Department to assist with students Individualized Education Program's (IEP's), which may include direct and consultative services as needed during the 2022-2023 school year.

Service Providers:

- Physical Therapist
- Speech Language Pathologist
- Special Education Teacher

Term of Agreement: August 16, 2022 through June 16, 2023

FISCAL IMPACT:

Not to exceed \$911,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-86 with ATX Learning, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-86, ATX Learning, LLC \(7 Pages\)](#)

PROFESSIONAL SERVICES AGREEMENT

This agreement made and entered into between **Oxnard School District** (hereinafter referred to as **OSD**) located at **1051 South A Street, Oxnard, CA 93030** and **Ausin Texas Learning Group, LLC** (hereinafter referred to as Consultant) located at **10821 Red Run Blvd, #407, Owings Mills, MD 21117**. In consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF CONSULTANT: The Consultant shall provide the following Professional services, studies, and/or reports.

Provide direct service, perform any needed evaluation, and recommend equipment to carry out special education program in consultation with director, principals, teacher/school staff, and parents.

B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on **Date as specified in Addendum A**

C. COMPENSATION: For the full performance of this agreement, the OSD shall pay the Consultant as follows:
Consultant's Fee:

- a) **For Consultant: Rate as Specified in Addendum A**
- b) **Consultant will work for minimum of 35-40 billable hours per week (as needed)**
- c) **School shall not be liable to pay for school holidays**

Payment shall be as follows: Payments to be made within **30 days** of receipt of invoice. Any amounts due and payable which have not been paid within 30 days of invoice shall be subject to interest at the rate of 12% per annum, not to exceed the highest amount allowed under Texas law. All payments due and payable in Austin, Travis County, Texas. In addition, any and all collection costs including attorney fees and court costs shall be recoverable in favor of consultant.

D. GENERAL TERMS AND CONDITIONS:

- 1) **INDEMNIFICATION:** The Consultant hereby assumes, releases and agrees to indemnify, defend, protect and save Board, its Officers, Board Members, employees, and Agents harmless from and against any loss of and/or damage to the person or property of consultant, and all loss and/or damage on account of injury to or death of any persons whomsoever arising in any way from the negligence or misconduct of Consultant, its employees or agents
- 2) **NON-SOLICITATION OF EMPLOYEES:** OSD agrees to not solicit or hire employees or independent contractors of consultant for a period of 1(One) Year following the end date of that employee or independent contractor's services to OSD. If OSD decides to hire Consultant's candidate as a district employee or independent contractor without Consultant's approval, a fee for direct hire will be payable to consultant within 15 days.

Ausin Texas Learning Group, LLC, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: +1 (512) 593-5222

Fax: +1 (512) 212-1338

www.atxlearning.com

This paragraph is essential to protect the economic and business rights of consultant as well as valuable property rights. In the event that a court finds that this or any other paragraph in this agreement violates in whole or in part the public policy or law of any state, said paragraph(s) shall be stricken by the court or modified to reflect legality and enforceability of the paragraph and in no instance shall a defective paragraph result in a penalty against the Consultant nor in the termination of the other provisions of this agreement.

- 3) REPRESENTATIONS: OSD represents and warrants that all the information supplied to consultant herein is true and accurate and contains no errors or omissions. In the event that is not true, the Consultant may immediately terminate this agreement and claim any damages as a result of the same.
- 4) AGREEMENTS WITH THIRD PARTIES: OSD represents and warrants that at the time of the making of this agreement it has no legal or contractual obligations to a third party that contravenes or interferes with this agreement.
- 5) ASSIGNMENT: Without the written consent of the OSD, this agreement is not assignable by the Consultant.
- 6) NON-DISCRIMINATION: No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
- 7) LICENSE AND AUTHORITY: The Consultant and its employee or independent contractors will maintain all necessary licenses during the term of this agreement. Consultant will provide evidence or copies of all necessary licenses and credential/ clearance to OSD at their request.
- 8) EQUIPMENT AND FACILITIES: OSD and the Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
- 9) TIME: Time is the essence of this agreement.
- 10) GOVERNING LAW: The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of Texas. Any dispute between the parties shall be heard in the courts sitting in Travis County, Texas.
- 11) WITHHOLDING: The OSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.
- 12) HEADINGS: All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.



- 13) AMBIGUITY: The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
- 14) MODIFICATION: Any modification to this agreement must be in writing and signed by both parties to be effective.
- 15) AUTHORITY: Each party executing this agreement has the authority to do so.
- 16) DAMAGES: In no event shall either party claim damages against the other in excess of 50% of the total amount to be paid out under the contract, nor shall there be any recovery of any special, consequential, or indirect damages of any type, against the Consultant.
- 17) TIMESHEET: Payment has to be made on the basis of counter-signed timesheet. Any discrepancy in timesheet should be communicated within 15days. After 15days ATX has all the rights to raise invoices in full as per the countersigned timesheet.
- 18) TERMINATION: Either party may terminate this Agreement on thirty (20) calendar day written notice.

At all times the Consultant shall be deemed to be independent and is not authorized to bind the OSD to any contracts or other obligations, or to state or imply that it or its employee or independent contractor is an employee or authorized representative of the OSD, or to utilize the OSD 's letterhead or logo without the prior consent of the OSD. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and OSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	The OSD shall provide job specifications and instructions.
TRAINING/SUPERVISION	The OSD shall provide training/supervision for consultant, if required.
WORK NOT ESSENTIAL TO OSD	The OSD 's success or continuation does not depend on the services of the Consultant.
JOB LOCATION	OSD controls the job location.
TOOLS & EQUIPMENT	Tools and equipment for the job shall be provided by OSD.
SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public after school hours.
PROGRESS REPORTS	The Consultant will be required to make progress report.

Ausin Texas Learning Group, LLC, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: +1 (512) 593-5222

Fax: +1 (512) 212-1338

www.atxlearning.com

ADDENDUM – A.1

Candidate 1	:	Cristina Kazzi
Services	:	Speech Therapist (Virtual)
Rate for Services	:	\$95 per hour
Contract Term	:	School Year 2022-23
Start Date	:	August 16, 2022
End Date	:	June 16, 2023
Service time	:	35-40 hours per week

ADDENDUM -A.2

Candidate 1	:	Molly Zuelke
Services	:	Speech Therapist (Virtual)
Rate for Services	:	\$95 per hour
Contract Term	:	School Year 2022-23
Start Date	:	August 16, 2022
End Date	:	June 16, 2023
Service time	:	35-40 hours per week

ADDENDUM – A.3

Candidate 1	:	Susan A Mead
Services	:	Special Education Teacher (Virtual)
Rate for Services	:	\$85 per hour
Contract Term	:	School Year 2022-23
Start Date	:	August 16, 2022
End Date	:	June 16, 2023
Service time	:	35-40 hours per week

Ausin Texas Learning Group, LLC, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

ADDENDUM – A .4

Candidate 1	:	Daniela Gramada
Services	:	Para-Professional
Rate for Services	:	\$50 per hour
Contract Term	:	School Year 2022-23
Start Date	:	August 16, 2022
End Date	:	June 16, 2023
Service time	:	30-40 hours per week

ADDENDUM – A.5

Candidate	:	Alexxa Valencia
Services	:	Para-Professional
Rate for Services	:	\$50 per hour
Contract Term	:	School Year 2022-23
Start Date	:	August 16, 2022
End Date	:	June 16, 2023
Service time	:	30-40 hours per week

ADDENDUM – A.6

Candidate 1	:	Victoria Alcantar
Services	:	Paraeducator
Rate for Services	:	\$50 per hour
Contract Term	:	School Year 2022-23
Start Date	:	August 16, 2022
End Date	:	June 16, 2023
Service time	:	35-40 hours per week

ADDENDUM – A.7

Candidate 1	:	Ember Carlson
Services	:	Paraeducator
Rate for Services	:	\$50 per hour
Contract Term	:	School Year 2022-23
Start Date	:	August 16, 2022
End Date	:	June 16, 2023
Service time	:	35-40 hours per week

ADDENDUM – A.8

Candidate 1	:	Andrea Fuentes
Services	:	Paraeducator
Rate for Services	:	\$50 per hour
Contract Term	:	School Year 2022-23
Start Date	:	August 16, 2022
End Date	:	June 16, 2023
Service time	:	35-40 hours per week



UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. The Contract Initiator’s and Consultant’s signatures below signify both an understanding and acceptance of the contract provisions.

G. AUTHORIZED REPRESENTATIVE:

CONSULTANT:

Signature: _____

Signature: Syed Khalil

Date Signed: _____

Date Signed: 6/27/2022

Branch / Dept.: Lisa A. Franz
Director, Purchasing

Title: President

Address (or Mail Code): _____

Company Mailing Address:

**Oxnard School District
1051 South A St., Oxnard, CA 93030**

ATX Learning LLC,
10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone / Fax: 805-385-1501 / 805-385-1509

Phone: 800-846-5120 x 103, Fax: (512) 212-1338

E-Mail Address: cgaribay@oxnardsd.org

E-Mail Address: info@atxlearning.com

Ausin Texas Learning Group, LLC, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: +1 (512) 593-5222

Fax: +1 (512) 212-1338

www.atxlearning.com

ATX Professional Services Agreement

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-88 – Clinicas Del Camino Real Inc. (DeGenna/Nocero)

Clinicas Del Camino Real Inc. will provide dental preventative services to students in grades TK-8th in the Oxnard School District. Oxnard School District may refer students and their families to Clinicas Del Camino Real Inc. for services including, but not limited to, dental care.

Term of Agreement: August 4, 2022 – June 30, 2023

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-88 with Clinicas Del Camino Real Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #22-88, Clinicas Del Camino Real Inc. \(3 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

OSD AGREEMENT #22-88**Memorandum of Agreement Between
Oxnard School District and Clinicas Del Camino Real, Incorporated**

Clinicas Del Camino Real, Incorporated, (Clinicas) would like to provide dental preventative services at Oxnard School District (OSD) for students in the TK-8th grades in the Oxnard School District. OSD may refer students and their families to Clinicas for services including but not limited to dental care. The staff at Clinicas is committed to providing students the best possible service. Our goal is to establish a seamless system of services so that all OSD students and their families have easy access to all providers of care.

Oxnard School District will:

1. Allow Clinicas to set up a mobile clinic on mutually pre- approved "Screening Days" to provide dental screenings and apply fluoride treatment for any student participating in TK- 8th grades in the Oxnard School District and who choose to participate at no cost to the patient
2. Provide adequate space for the mobile unit to park on screening date
3. Cooperate with Clinicas staff in obtaining a signed Informed Consent Form from participating children before screening day(s)
4. Cooperate with Clinicas staff in scheduling the order of participants to be seen on the screening day(s)
5. Cooperate with Clinicas staff to provide any further contact information needed in order for Clinicas staff to reach out to patients who need follow up care after dental assessment on screening day(s)
6. Schedule fingerprinting for Clinicas staff working directly with students and notifying Clinicas when employees are cleared.

Clinicas will:

1. Provide a mobile clinic, a dentist and support staff to complete dental screenings and fluoride application treatments on the mutually pre-approved "Screening Day(s)"
2. Provide a dentist who meets the identification requirements for public schools, and is approved by the site administrator
3. Provide follow up care to any participant whose assessment indicates need
4. Refer all staff working directly with students to the OSD Human Resources Department to be scheduled for fingerprinting.

Other Terms and Conditions

1. Term. This MOU is effective for a one-year period effective August 4, 2022 – June 30, 2023. Either party may terminate this MOU with thirty (30) days written advance notice of termination to the other party.
2. Payment. Provider is responsible for billing and collecting payment for its Services from Student's third party payor(s), parent(s) or guardian(s), as applicable. **District will not pay Provider for its Services.**
3. Insurance. Provider will secure and maintain a Commercial General Liability Policy (including coverage for contractual liability with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim. Provider will secure and maintain Malpractice Errors and Omissions Policy with limits of One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate. Provider will secure and maintain Business Automobile Liability Insurance for automobiles owned, leased or hired by Provider with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. Provider will deliver a copy of such insurance policies to District upon request. Provider will further provide all required worker's compensation insurance for its employees, if any. All of the insurance policies described in this Section will be maintained at Provider's expense.
4. Indemnification. Provider will defend, indemnify, and hold harmless the District and its agents, contractors, employees, and governing board members, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the Provider or its respective agents, contractors, or employees. To the extent permitted by law, District will defend, indemnify, and hold harmless the Provider and its agents, employees, and contractors, from and against all claims, damages, losses, and expenses (including, but not limited to attorney's fees, costs, and fees of other professional consultants) arising out of the negligent acts or omissions of the District or its respective agents, contractors, employees, or governing board members. The obligations described in this Section are not exclusive and will not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party, person, or entity described in this paragraph.
5. Compliance with Law and District Policy. The parties will adhere to all applicable laws, regulations, and District policies in the performance of their respective responsibilities under this MOU, including but not limited to HIPAA. District will notify Provider of such laws, regulations, and policies applicable to its Services, including Dental Team background check requirements, before the beginning of

each school year or at least three (3) months prior to the applicable Clinic Date, whichever is later.

6. COVID-19 Service Restriction. Due to the global pandemic, services may be cancelled, limited, or postpone until all parties are available to participate and agree on implementation of adequate safety practices to limit and prevent transmission.

Oxnard School District accepts this agreement:

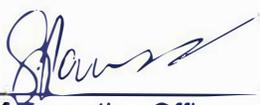
Signature

Date

Lisa A. Franz, Director, Purchasing

Title

Clinicas del Camino Real, Incorporated accepts this agreement:



Gagan Pawar, MD, Chief Executive Officer



Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/31/2021

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 Tolman & Wiker Insurance Services, LLC 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		CONTACT NAME: Elena Amaro, CISR, ACSR, AINS PHONE (A/C, No, Ext): (805) 585-6100 FAX (A/C, No): (805) 585-6100 E-MAIL ADDRESS: eamaro@tolmanandwiker.com	
INSURED Clinicas Del Camino Real, Inc. P.O. Box 4566 Ventura CA 93007		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Citizens Ins Co of America	NAIC # 31534
		INSURER B: Allmerica Financial Benefit	41840
		INSURER C: Hanover Ins Co	22292
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 21/22 GL/AU/UMB 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 SUBR INSD 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 checked="" type="checkbox"/> LOC OTHER:	Y	ZB3-D018190-05	08/22/2021	08/22/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AW3-D018225-05	08/22/2021	08/22/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Par person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		UH3-D018191-05	08/22/2021	08/22/2022	EACH OCCURRENCE \$ 5,000,000 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 OTHER 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)

RE: Dental Screening - April 2, 2020 - Ramona Elementary School - 804 Cooper Rd. Oxnard, CA 93030. GL: Certificate Holder is Additional Insured as respects to referenced project per form 42129150615. This Insurance is Primary & Non-Contributory to any other Insurance per form 42129150615. Endorsement applies only as required by current written contract on file.

CERTIFICATE HOLDER Oxnard School District, its Officers, Agents, Directors, Employees and/or Volunteers 1055 South C Street Oxnard CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #22-89 – Interface Children and Family Services (DeGenna/Nocero)

Interface Children and Family Services will provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Crisis Outreach, Family Violence Intervention Services and Mental Health Services.

Term of Agreement: August 4, 2022 through June 30, 2023

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-89 with Interface Children and Family Services.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #22-89, Interface Children & Family Services \(2 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)



MEMORANDUM OF UNDERSTANDING

Interface Children & Family Services
Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between Interface Children & Family Services (ICFS) and Oxnard School District.

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. ICFS will provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Services, Family Violence Intervention Services and Mental Health Services.

TERM: The term of this MOU shall be effective August 4, 2022, through June 30, 2023. A new Memorandum of Understanding shall be executed on an annual basis.

DESCRIPTION OF SERVICES:

- A. Oxnard School District agrees to the following:
 - 1. Serve as lead Administrative Agent of all schools.
 - 2. Provide adequate facilities to accommodate ICFS staff.
 - 3. Provide referrals through Administrative, Faculty, Counseling and Support Staff.
 - 4. Provide a contact person such as Administrative or Counseling Staff or school to whom the Interface staff will coordinate program implementation at the school site(s).
- B. ICFS agrees to the following:
 - 1. Provide trained staff to deliver youth crisis response services for youth facing homelessness and ongoing follow up services.
 - 2. Provide linkage to additional resources as needed.
 - 3. Provide CA BBS registered Associates and/or Licensed mental health professionals to provide individual, group and family counseling to eligible students and families.

Strengthening children, families and communities to be safe, healthy and thriving

Mental Health & Trauma Treatment · Domestic Violence & Child Abuse Prevention · Youth Crisis Intervention · Human Trafficking · Reentry Services · 2-1-1 Information & Referral

4001 Mission Oaks Blvd, Suite I · Camarillo, CA 93012-5121 · icfs.org · 805.485.6114

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #22-90 – Insight Neuropsychology (DeGenna/Jefferson)

Insight Neuropsychology will provide Independent Education Evaluator Services to the Special Education Department during the 2022-2023 academic year to complete psychoeducational evaluations.

Term of Agreement: August 4, 2022 through June 30, 2023

FISCAL IMPACT:

Not to exceed \$24,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-90 with Insight Neuropsychology.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-90, Insight Neuropsychology \(13 Pages\)](#)
[Rate Sheet \(1 Page\)](#)
[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-90

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of August 2022 by and between the Oxnard School District (“District”) and Insight Neuropsychology (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 4, 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-Four Thousand Dollars (\$24,000.00), per attached rate sheet, unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [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: 805.487.9648

To Consultant: Insight Neuropsychology
1200 Paseo Camarillo, Suite 245
Camarillo, CA 93010
Attn: Dr. Skye Stifel
Phone: (805) 988.6197, Ext. 104
Email: drstifel@insightneuropsychology.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** DANIELLE JEFFERSON shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

INSIGHT NEUROPSYCHOLOGY:

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 #22-90

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-90

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 #22-90

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-90

COMPENSATION

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

Total compensation shall not exceed Twenty-Four Thousand Dollars (\$24,000.00), per attached Proposal/Rate Sheet, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$24,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-90

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 #22-90

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 #22-90

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-90

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, **INSIGHT NEUROPSYCHOLOGY**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Dr. Stifel Independent Evaluation Rates

- **Psychoeducational Assessment**

- Price: starting at \$2500 and not to exceed \$5000 (price determined by Dr. Stifel after initial outreach regarding the student's needs)
- This assessment includes:
 - Formal cognitive and processing assessments
 - Formal and informal achievement assessments
 - Rating scales
 - Observations
 - Interviews
 - Review of records
 - Any other additional assessment components deemed appropriate by Dr. Stifel

- **Functional Behavior Assessment**

- Price: starting at \$2000 and not to exceed \$3500 (price determined by Dr. Stifel after initial outreach regarding the student's needs)
- This assessment includes:
 - Inventories
 - Review of records
 - Observations
 - Interviews
 - Behavior assessment measures

- **Other Assessments (Transition Assessment, Special Circumstance Educational Supports, etc.)**

- Price: starting at \$850 and not to exceed \$2000
- This assessment includes:
 - Online and other informal assessment questionnaires
 - Interviews
 - Observations
 - Review of records
 - Use of VC SELPA forms and assessment tools

CERTIFICATE OF INSURANCE

ALLIED WORLD INSURANCE COMPANY
C/O: American Professional Agency, Inc.
95 Broadway, Amityville, NY 11701
800-421-6694

This is to certify that the insurance policies specified below have been issued by the company indicated above to the insured named herein and that, subject to their provisions and conditions, such policies afford the coverages indicated insofar as such coverages apply to the occupation or business of the Named Insured(s) as stated.

THIS CERTIFICATE OF INSURANCE NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE(S) AFFORDED BY THE POLICY(IES) LISTED ON THIS CERTIFICATE.

Name and Address of Named Insured:

Additional Named Insureds:

SKYE STIFEL
1200 PASEO CAMARILLO
SUITE 245
CAMARILLO CA 93010

Type of Work Covered: MENTAL HEALTH COUNSELOR

Location of Operations:

(If different than address listed above)

Claim History: None

Retroactive date is 10/21/2015

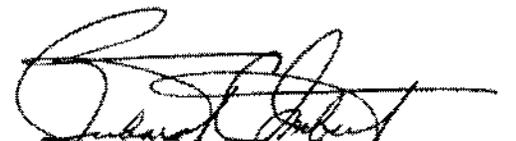
Coverages	Policy Number	Effective Date	Expiration Date	Limits of Liability
PROFESSIONAL/ LIABILITY	5004-1560	10/21/21	10/21/22	1,000,000 3,000,000

NOTICE OF CANCELLATION WILL ONLY BE GIVEN TO THE FIRST NAMED INSURED, WHO SHALL ACT ON BEHALF OF ALL INSURED(S) WITH RESPECT TO GIVING OR RECEIVING NOTICE OF CANCELLATION.

Comments: Defense Reimbursement Proceedings Limit is \$5,000.

This Certificate Issued to:

Name: SKYE STIFEL
1200 PASEO CAMARILLO
Address: SUITE 245
CAMARILLO CA 93010


Authorized Representative

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #22-91 – PRIDE Learning Co. (DeGenna/Jefferson)

PRIDE Learning Co. will provide reading, writing, and comprehension support to students selected or assigned by the Special Education Department during the 2022-2023 fiscal year.

Term of the Agreement: August 4, 2022 through June 30, 2023

FISCAL IMPACT:

\$100,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-91 with PRIDE Learning Co.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-91, PRIDE Learning Co. \(13 Pages\)](#)

[Tuition-Fees \(1 Page\)](#)

[Certificate of Insurance \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-91

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of August 2022 by and between the Oxnard School District (“District”) and PRIDE Learning Co. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 4, 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 One Hundred Thousand Dollars (\$100,000.00), per the tuition/fees sheet attached, 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: 805.487.9648

To Consultant: PRIDE Learning Co.
27001 La Paz Rd., Suite 336
Mission Viejo, CA 92691
Attention: May Dabbah
Phone: 866.774.3342
Email: may@pridelearningcenter.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** DANIELLE JEFFERSON shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

PRIDE LEARNING CO.:

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 #22-91

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-91

SERVICES

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

***PER ATTACHED TUITION/FEES SHEET**

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

***PER ATTACHED TUITION/FEES 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 #22-91

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-91

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), per the tuition/fees sheet attached, 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, per the tuition/fees sheet attached, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-91

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 #22-91

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 #22-91

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-91

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, **PRIDE LEARNING CO.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



School/District Tuition and Fees 2022-2023 Southern California

The PRIDE Reading Specialists incorporate all the instructional practices of the Orton -Gillingham Methodology.

* Multisensory, * Structured/Explicit, *Sequential, *Cumulative, *Systematic

All lessons are taught 1:1. Lessons can be implemented Online, In Home or at the School Site. (Online may only be available based on location and safety requirements)

PRIDE Reading Program materials included.

School Site / In Home / Online

1:1 instruction in spelling, reading, writing, and comprehension skills with a PRIDE Reading Specialist

In Home/School Site: \$105.00 per hour with a 3-hour minimum per week

Online: \$85.00 per hour with a 3-hour minimum per week

\$60.00 registration fee

Initial and Post Assessments

\$80.00 per student

Includes a written progress report

NOTEPAD

INSURED'S NAME **Pride Learning Co.**

PRIDE-1
OP ID: AO

PAGE 2
Date **05/10/2022**

or agreement. Waiver of Subrogation applies to General Liability coverage if required by written contract or agreement. In the event of policy cancellation 30 days written notice will be provided.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #22-92, County of Ventura (DeGenna/Nocero)

The County of Ventura, through its Public Health Department, will provide representations at meetings convened by the Oxnard School District (OSD) to review program, will conduct teen pregnancy prevention workshops at identified sites throughout OSD, will provide nursing consultation to OSD staff and collaborative partners, and will facilitate and advocate for the delivery of appropriate services to meet the health needs of the client for the 2022-2023 school year.

Term of Agreement: August 4, 2022 through June 30, 2023

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-92 with the County of Ventura.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #22-92, County of Ventura \(2 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

AGREEMENT/MEMORANDUM OF UNDERSTANDING #22-92
Public Health Nursing Teen Project

OXNARD SCHOOL DISTRICT

This Agreement ("MOU") is entered into between the County of Ventura and the Oxnard School District.

PURPOSE: The purpose of the MOU is to create and confirm an effective working relationship between the designated party and Oxnard School District. This MOU also provides the means by which the ("Provider") County of Ventura, through its Public Health Department, and the Oxnard School District will maintain a collaborative relationship to ensure inter-agency services to students and family at various elementary schools within the district.

TERM: The term of this MOU shall be August 4, 2022 through June 30, 2023.

COMPENSATION: The Oxnard School District **will not be charged for the services** provided by the County of Ventura.

DESCRIPTION OF SERVICES:

A. Oxnard School District agrees to the following:

1. Serve as lead Administrative Agent of all schools.
2. Provide space to accommodate the Provider's staff as they meet with families at school sites.
3. Provide family referrals to the provider as appropriate.
4. Outreach Specialists or designated staff will provide information about the provider and offered programs to families as appropriate.
5. Distribute flyers in targeted sites. Flyers shall be supplied by Provider.
6. Distribute documents to families in support of virtual workshops.

B. The Provider agrees to the following:

1. Provide representations at meetings convened by the Oxnard School District to review the program.
2. Conduct sexual health communication and teen pregnancy prevention workshops at identified sites throughout the Oxnard School District.
3. Provide nursing consultation to Oxnard School District staff and collaborative partners.
4. Provide education and anticipatory guidance to clients and families about the causes, prevention and remediation of health issues as related to healthy development.
5. Facilitate and advocate for the delivery of appropriate services to meet the

- health needs of the client.
6. Provide quality assurance activities.
 7. Ensure that Provider's licensed employees have completed requirements to maintain license and have received adequate training in the services being provided.
 8. Communicate with administration or designee at school sites regarding families referred to any of the programs.
 9. Inform appropriate school district staff on changes in schedule or status of virtual or on schools' sites classes.
 10. Work with school district staff as needed
 11. Hold Oxnard School District harmless from any liability for its activities in connection with this MOU. In addition, Provider will maintain insurance coverage of a type and in amounts that are acceptable to the Oxnard School District.
 12. Provide documentation of liability insurance in which the County of Ventura maintains a self-insured retention (**SIR**) with the Ventura County Schools Self-Funding Authority. This SIR is good for all county business on school property, including the Oxnard School District.
 13. Agrees to follow guidelines and HIPPA compliance.

TERMINATION: Either party may terminate this MOU without cause upon thirty (30) days written notice.

AUTHORIZED APPROVAL:

COUNTY OF VENTURA:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Rigoberto Vargas, Director of Public Health
Typed Name/Title

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

Date

Date

CERTIFICATE OF LIABILITY COVERAGE

DATE
(MM/DD/YYYY)
04/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS CERTIFICATE. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW.

INSURED The County of Ventura Attn: Risk Management 800 S. Victoria Avenue, #1970 Ventura, CA 93009 (805) 654-3197	ENTITIES AFFORDING COVERAGE
PRODUCER / CONSULTANT Chivaroli & Associates, Inc. 200 N Westlake Blvd #101 Westlake Village, CA 91362 (805) 371 - 3680	A: The County of Ventura B: C: D: E:

COVERAGES

THIS IS TO CERTIFY THAT THE COUNTY OF VENTURA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITY DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE COUNTY OF VENTURA BYLAWS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY	Self-Insured	04/01/2022	04/01/2023	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$1,000,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$1,000,000
					PRODUCTS - COMP/OP AGG	\$1,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
A	Workers' Compensation Employers Liability	Self-Insured	04/01/2022	04/01/2023	Workers' Compensation	\$1,000,000
					Employers Liability	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Evidence of coverage as respects the operations of the named insured. The Ventura County Schools Self-Funding Authority and its member districts are included as additional covered parties as required by written contract or agreement and in connection with services provided by the County of Ventura and its departments and in connection with the activities where the County of Ventura and its departments use school facilities under Education Code sections 38130 through 38139, the Civic Center Act.

CERTIFICATE HOLDER

Ventura County Schools Self-Funding Authority
 5189A Verdugo Way
 Camarillo, CA 93012-8653

CANCELLATION

SHOULD THE COUNTY OF VENTURA ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY OF VENTURA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF ANY KIND UPON THE COUNTY OF VENTURA, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #22-93 – Neuropsychology Partners (DeGenna/Jefferson)

Neuropsychology Partners will provide Independent Education Evaluator Services for the Special Education Services Department during the 2022-2023 academic year per the attached 2022-2023 Fee Schedule IEE.

Term of Agreement: August 4, 2022 through June 30, 2023

FISCAL IMPACT:

\$6,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-93 with Neuropsychology Partners.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-93, Neuropsychology Partners \(13 Pages\)](#)
[Fee Schedule \(1 Page\)](#)
[Certificate of Insurance \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-93

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of August 2022 by and between the Oxnard School District (“District”) and Neuropsychology Partners (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 4, 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 Six Thousand Dollars (\$6,000.00), per the attached hourly rate sheet as listed, 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: 805.487.9648

To Consultant: Neuropsychology Partners
2001 South Barrington Ave., Suite #214
Los Angeles, CA 90025
Attention: Marcia Haresh
Phone: (310) 478.8888
Fax: (310) 478-8890
Email: info@drsimun.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** DANIELLE JEFFERSON shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

NEUROPSYCHOLOGY PARTNERS:

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 #22-93

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-93

SERVICES

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

***PER ATTACHED FEE SCHEDULE**

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

***PER ATTACHED FEE SCHEDULE**

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 #22-93

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-93

COMPENSATION

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

Total compensation shall not exceed Six Thousand Dollars (\$6,000.00), per the attached Fee Schedule, 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 \$6,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-93

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.

II. **Other Provisions.** Insurance policies required by this Agreement shall contain the following provisions:

A. **All Policies.** Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 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

Not Project Related

Project #22-93

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 #22-93

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-93

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, **NEUROPSYCHOLOGY PARTNERS**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

2022-2023 FEE SCHEDULE IEE

<p>NP 1 Neuropsychological Assessment, IEE Intake interview, up to 10 hours testing, one (1) on-site observation, records review (up to 2 hours), (1) meeting at the SPA office to review results with parent/guardian, up to 90 minutes, written report of findings (report sent to one agency). PLUS: one IEP/DPH meeting (up to 4hours) or up to 4 hours of expert time.</p>	\$8400
<p>NP 2 Neuropsychological Assessment, IEE Intake interview, up to 10 hours testing, one (1) on-site observation, records review (up to 2 hours), written report of findings (report sent to one agency). PLUS: One IEP/DPH meeting (up to 3 hours) or up to 3 hours of expert time.</p>	\$7850
<p>NP 3 Neuropsychological Assessment, IEE Intake interview, up to 8 hours testing/observation, one (1) on-site observation, records review (up to 1 hour), written report of findings (report sent to one agency). One IEP/DPH meeting (up to 1 hour) or up to 1 hours of expert time.</p>	\$7350
<p>NP – Medical Intake interview, up to 10 hours testing, records review (up to 2 hours), medically focused report of findings (report sent to one agency); 90-minute results meeting. Does not include on-site observation or IEP.</p>	\$7350
<p>PE 1 Psycho-educational Assessment, IEE Intake interview, up to 6 hours testing, one (1) on-site observation, records review (up to 2 hours), written report of findings (report sent to one agency). One IEP/DPH meeting (up to 2 hours) or up to 2 hours expert time.</p>	\$6800
<p>PE Medical Psycho-educational Assessment Intake interview, up to 6 hours testing, records review (up to 2 hours), medically focused report of findings (report sent to one agency); 90-minute results meeting. Does not include on-site observation or IEP.</p>	\$6200
<p>Update -Academic Evaluation Intake Interview, Up to 6 hours of testing; 1 hour observation <i>VIRTUAL</i>; 1 hour records review; background interview with parent; contact with one collateral (e.g., teacher); 1 hour results meeting with parents (in our office); complete report of findings; report sent to one agency. No IEP.</p>	\$4200

<p>Strive Testing Accommodations \$4300 Strive Testing Accommodations Rush (<30 days) \$5400 Strive Results Meeting \$150 <i>*30% off when done by intern/post doc Additional fees may be charged for time if excessive driving distances are required for observations and IEP meeting attendance Rush fees are decided on per case basis. Medical /Non-Forensic paid by insurance Medical Neuro Psych cannot be used for school-based services. IEE not payable with insurance.</i></p>	<p>Transition, Reader \$3000 Transition, Non- Reader \$3500</p>
<p>Consultation Initial- (90 minutes) / Brief (30 minutes)</p>	\$600/ \$300
<p>Testing/Scoring/Observation per hour</p>	\$600
<p>Records /Interview/ Research per hour</p>	\$500
<p>Report Prep / Writing / Form Completion</p>	\$500
<p>Missed Appointment, per hour (less than 24-hour notice)</p>	\$600
<p>Expert Time: Meeting (Parent, Attorney)</p>	\$600
<p>Expert Time: Prep, Deposition Testimony</p>	\$800
<p>Expert Time: IEP attendance (within 30 minutes of office, otherwise travel rates applicable)</p>	\$600
<p>Expert Time: Retainer (per agreement) Non-Refundable - deposit</p>	\$1700
<p>Cancellation, no show or short notice (less than 48 hours)</p>	\$500
<p>Travel (per hour)</p>	\$185
<p>Travel expenses, per day, maximum (incl. food)</p>	\$75
<p>Travel (Airfare and transportation)</p>	TBD
<p>Travel / Lodging, per night, maximum</p>	\$200
<p>Bounced Check Charge</p>	\$85
<p>Copies (per page)</p>	\$1.00

7/20/21



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/22/2022

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 The Liberty Company Insurance Brokers Lic #0D79653 5955 De Soto Ave, Suite 250 Woodland Hills CA 91367	CONTACT NAME: Melinda Barton PHONE (A/C No, Ext): (888) 918-3960 E-MAIL ADDRESS: mbarton@libertycompany.com FAX (A/C, No):																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Western World Ins Group</td> <td>13196</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Western World Ins Group	13196	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURED Simun Psychological Assessment Group,PC, DBA: dba 2001 S. Barrington Avenue Suite 214 Los Angeles CA 90025																					

COVERAGES **CERTIFICATE NUMBER:** 22-23 GL **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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NPP8725781	02/22/2022	02/22/2023	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Excluded \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY HIRED <input checked="" type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			NPP8725781	02/22/2022	02/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <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 \$
A	Sexual Abuse/Molestation			NPP8725781	02/22/2022	02/22/2023	Each Claim \$1,000,000 Annual Aggregate \$2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance	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 Named Insureds

Other Named Insureds

dba Neuropsychology Partners

Doing Business As

Neuropsychology Partners

Doing Business As

Neuropsychology Partners, Inc

Corporation, Additional Named Insured

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-95, Ventura County Public Health (DeGenna/Nocero)

Ventura County Public Health (VCPH) will provide free nutrition education and health promotion services for children and families at various Oxnard School District sites, either in person, or through virtual platform, as VCPH staffing and program resources permit for the 2022-2023 school year.

Term of Agreement: August 4, 2022 through June 30, 2023

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-95 with Ventura County Public Health.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-95, Ventura County Public Health \(1 Page\)](#)
[Certificate of Insurance \(1 Page\)](#)

OSD AGREEMENT #22-95



Rigoberto Vargas, MPH
Director

A Department of Ventura County Health Care Agency

Robert Levin, MD
Health Officer/Medical Director

June 23, 2022

Liza Franz
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Dear Ms. Franz:

RE: Letter of Agreement with the Oxnard School District (OSD).

This letter of agreement confirms that Ventura County Public Health (VCPH) will provide free nutrition education and health promotion services for children, youth, and families at various Oxnard School District (OSD) sites either in person or through virtual platforms, as VCPH staffing and program resources permit. The purpose of this letter is to ensure and confirm an effective and collaborative working relationship between VCPH and OSD. The services outlined below are provided at no charge to either party.

The following on-site and/or virtual education services will be provided by the Nutrition Education and Obesity Prevention Program (NEOP) and Chronic Disease Prevention Program (CDPP) staff to students, parents, and residents, as mutually agreed upon by both parties:

- Nutrition education workshops
• Recipe and cooking demonstrations
• Physical activity demonstrations, resources, and materials
• Garden-based nutrition education with cooking demonstrations
• Technical assistance and resources to initiate parent walking clubs
• Technical assistance, training, and supplies to establish school Gardens
• Get Fit Zumba® classes for adults (in compliance with COVID-19 guidance)
• Active Living with Chronic Conditions workshops (English/Spanish)
• Active Living with Type 2 Diabetes workshops (English/Spanish)

Oxnard School District will be responsible for the overall management, operations, and safety in OSD facilities, including janitorial-related services as they relate to the delivery of these activities/services, and for promoting all activities and services outlined above offered to OSD students, parents, and area residents.

This Agreement will be effective from August 4, 2022, to June 30, 2023. The Agreement will be renewed annually with expressed written notice from both parties.

This Agreement may only be amended in writing by the authorized signatory representative from each party.

If you have any questions regarding this agreement, please contact Silvia Lopez-Navarro at (805) 981-6658.

Sincerely,

[Handwritten signature: Rigoberto Vargas 6/23/22]

Rigoberto Vargas, MPH
Public Health Director
Date

Liza A. Franz
Director, Purchasing
Date

CERTIFICATE OF LIABILITY COVERAGE

DATE
(MM/DD/YYYY)
04/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS CERTIFICATE. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW.

INSURED The County of Ventura Attn: Risk Management 800 S. Victoria Avenue, #1970 Ventura, CA 93009 (805) 654-3197	ENTITIES AFFORDING COVERAGE
	PRODUCER / CONSULTANT Chivaroli & Associates, Inc. 200 N Westlake Blvd #101 Westlake Village, CA 91362 (805) 371 - 3680
A: The County of Ventura	
B:	
C:	
D:	
E:	

COVERAGES

THIS IS TO CERTIFY THAT THE COUNTY OF VENTURA IS A GOVERNMENTAL ENTITY THAT HAS A SELF-FUNDED RETENTION FOR LIABILITY DESCRIBED BELOW, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY WRITTEN CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY PERTAIN. THIS SELF-FUNDED PROGRAM IS SUBJECT TO ALL PROVISIONS OF THE COUNTY OF VENTURA BYLAWS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY	Self-Insured	04/01/2022	04/01/2023	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$1,000,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$1,000,000
					PRODUCTS - COMP/OP AGG	\$1,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
A	Workers' Compensation Employers Liability	Self-Insured	04/01/2022	04/01/2023	Workers' Compensation	\$1,000,000
	Employers Liability				\$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

Evidence of coverage as respects the operations of the named insured. The Ventura County Schools Self-Funding Authority and its member districts are included as additional covered parties as required by written contract or agreement and in connection with services provided by the County of Ventura and its departments and in connection with the activities where the County of Ventura and its departments use school facilities under Education Code sections 38130 through 38139, the Civic Center Act.

CERTIFICATE HOLDER

Ventura County Schools Self-Funding Authority
 5189A Verdugo Way
 Camarillo, CA 93012-8653

CANCELLATION

SHOULD THE COUNTY OF VENTURA ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY OF VENTURA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF ANY KIND UPON THE COUNTY OF VENTURA, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #22-96 – R.M. Pyles Boys Camp (DeGenna/Nocero)

R.M. Pyles Boys Camp is a youth leadership and character development program for selected economically disadvantaged boys 12-14 years of age. Its purpose is to instill new attitudes and behaviors as well as to teach positive alternatives to youth that are at a tremendous disadvantage to compete in today's world. Our ultimate goal is to help create productive and responsible citizens.

Term of Agreement: August 4, 2022 through June 30, 2023

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-96 with R.M. Pyles Boys Camp.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #22-96, R.M. Pyles Boys Camp \(2 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

Agreement/Memorandum of Understanding #22-96
Oxnard School District
and
R.M. Pyles Boys Camp

This Memorandum of Understanding (MOU) is entered into by and between R.M. Pyles Boys Camp and the Oxnard School District.

Purpose: R.M. Pyles Boys Camp is a youth leadership and character development program for selected economically disadvantaged boys ages 12 to 14 years of age. Its purpose is to instill new attitudes and behaviors as well as to teach positive alternatives to youth that are at a tremendous disadvantage to compete in today's world. Our ultimate goal is to help create productive and responsible citizens.

Term: The term of this MOU shall commence August 4th, 2022 and shall terminate June 30th, 2023.

Compensation: The Oxnard School District **will not be charged for the services provided by R.M. Pyles Boys Camp.**

Description of Services:

- A Oxnard School District agrees to the following:
1. Based upon the selection criteria detailed in the provided "Selector Handbook", select qualified deserving boys to attend R.M. Pyles Boys Camp.
 2. Oxnard School District will provide parents with camp brochure and answer any basic questions parents might have.
 3. After selection, Oxnard School District will complete a "Reason for Selection Form." And submit this form included with the completed camper application to the camp office.
 4. Oxnard School District will provide follow up with the families to ensure applications are submitted in a timely manor
 5. Oxnard School District will coordinate with a camp representative to schedule a Camper/Parent Orientation Meeting.
 6. Oxnard School District will notify the Camp in a timely manner of any last minute dropouts.

Termination: Either party may terminate this MOU without cause upon thirty (30) days written notice.

Authorized Approval:

R.M. PYLES BOYS CAMP:

OXNARD SCHOOL DISTRICT:



Signature

Signature

Adam Bell, Executive Director

Typed Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

6/24/22

Date

Date

CERTIFICATE OF LIABILITY INSURANCE

6/14/2022

Producer
 MANION/BELL INSURANCE ASSOCIATES
 P. O. BOX 36186
 LOS ANGELES, CA. 90036
 (213) 387-8294* FAX (213) 389-5833
 LIC. # 0655274

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGES

- Company
A United State Fire Insurance Company
- Company
B
- Company
C
- Company
D

Insured
 R. M. Pyles Boys Camp, Inc.
 27211 Henry Mayo Drive
 Valencia, CA 91355

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	INCEPTION	EXPIRATION		LIMITS	
A X	COMM. GENERAL LIABILITY OCCURRENCE FORM OTHER _____	506 904 0615	3/31/2022	3/31/2023	GENERAL AGGREGATE PRODUCTS*COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire)	\$3,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000	
	PREMISES MED PAYMENTS (Any one person EXCLUDING CAMPERS & VOLUNTEER WORKERS)						\$5,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS PHYSICAL DAMAGE				COMBINED SINGLE LIMIT BODILY INJURY FROM UNINSURED MOTORIST PER PERSON/PER ACCIDENT AUTO MEDICAL PAYMENTS ACV LESS DEDUCTIBLE OF		
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE		
	PROPERTY INSURANCE				PERILS INSURED AGAINST: DEDUCTIBLE CONTENTS & EQUIPMENT		

SPECIAL TERMS OR CONDITIONS:

Certificate Holder is added as additional insured for liability arising out of insured's operations.

CANCELLATION

Oxnard School District
 Attn.: Jessica Juanita Peraza, Admin. Assistant
 1051 S A Street
 Oxnard CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Ursula C. Bell

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #22-97 – Livingston Memorial Visiting Nurses Association (DeGenna/Nocero)

Livingston Memorial Visiting Nurses Association (LMVNA) will provide grief and bereavement services for OSD students, families, and staff, in partnership with the Oxnard School District during the 2022-2023 school year. During a pandemic, or when unable to meet in person, LMVNA will provide virtual grief support for students, families and staff.

Term of Agreement: August 4, 2022 through June 30, 2023

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement/MOU #22-97 with Livingston Memorial Visiting Nurses Association.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #22-97, Livingston Memorial Visiting Nurse Association \(3 Pages\)](#)

OSD AGREEMENT #22-97

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) explains and confirms the agreements between the **Livingston Memorial Visiting Nurses Association (LMVNA)** (Provider) and the Oxnard School District (OSD)

Memorandum of Understanding Purpose:

The purpose of this MOU is to create and confirm an effective working relationship between the designated party and OSD. This MOU also provides the means by which the Provider and the OSD will maintain a collaborative relationship to ensure inter-agency services to OSD students and families.

Memorandum of Understanding Timeline:

This MOU is effective August 4th, 2022 and will extend through June 30th, 2023. Both Provider and OSD will need to annually confirm in writing their desire to continue MOU and a new MOU will be created each year.

Memorandum of Understanding and Description of Services:

Provider agrees to the following:

1. Provide grief and bereavement services in partnership with OSD services for OSD students and families.
2. To be responsible for the primary supervision of Provider's employees.
3. Provide information and education to students, families and staff.
4. Identify representation for participation in meetings with OSD as required.
5. Set standards of care and oversee and coordinate all services.
6. Be responsible for safeguarding participant information in compliance with Title 42 Code of Federal Regulations, Part 2 as well as health Insurance Portability and Accountability Act (HIPPA) standards.
7. Ensure that Provider's employees/volunteers have completed an appropriate background check and live scan, have received adequate training in the services being provided, and appropriate licenses/certificates are in current standing.
8. Be responsible for supervising any students or volunteers that Provider utilizes whether or not the supervisor is present on campus. Provider further agrees that no OSD student will be left alone with one of Provider's students or volunteers while on school campus.
9. Inform OSD of changes in schedule and status.
10. Work with the OSD staff as needed.
11. Comply with policies of OSD.
12. Provider reserves the right to withdraw any employee or volunteer at Provider's discretion.
13. Follow proper procedures to ensure patient privacy.
14. Supply proof of workers' compensation, public liability, auto liability (when appropriate/requested) and medical malpractice (when appropriate/requested)

05/23/18

insurance to OSD on an on-going basis to verify Provider's on-going coverages are in force. Provider's public liability and auto liability (if appropriate/requested) shall name OSD, its employees, agents and school board members as an additional insured. Additionally, Provider will verify that all Affiliated Clinics maintain the above specified insurance policies.

15. During a pandemic or when unable to meet with students in person, Livingston Memorial Visiting Nurse Association will provide virtual grief support for the student body.

OSD agrees to the following:

1. Serve as administrator for services for OSD students and families.
2. Allocate space to accommodate Provider staff as they work on OSD sites.
3. Communicate all accumulated patient information to Provider through the referral process.
4. Participate in training and cross training.
5. Maintain records of visit results for all students and families served by Provider.
6. Provide referrals to Provider as appropriate.
7. Provide information about Provider and offered programs as appropriate.
8. Set up initial and follow up appointments.
9. Reserves the right to request Provider to withdraw any Provider employee/volunteer from its facility whose conduct or work with students, the community or personnel is not in accordance with OSD policies and procedures or is detrimental to students or others.

Both the OSD District Office Administration and Provider will agree on all elements of any program prior to implementation. Any potential funding issues that are not cost neutral are required to be approved by the OSD District Office Administration prior to program implementation.

Indemnification:

The OSD shall save, defend, hold harmless and indemnify Provider (its employees, volunteers, officers, directors and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of OSD or its board members, officers, employees, volunteers or agents occurring in connection with or in any way incident to or arising out of this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of Provider.

Provider shall save, defend, hold harmless and indemnify the OSD (District, board members, employees, volunteers and agents), from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Provider or its employees, volunteers, officers, directors or agents occurring in connection with or in any way incident to or arising out of

05/23/18

this Agreement except for liability resulting from the active negligence, sole negligence or willful misconduct of OSD.

Cancellation:

This MOU may be cancelled by either party upon 30 days written notice.

Signatures:

Livingston Memorial Visiting Nurses Association & Hospice

Authorized Representative: _____

Signature: _____

Title: _____

Date: _____

Oxnard School District

Name: Lisa A. Franz _____

Signature: _____

Title: Director, Purchasing _____

Date: _____

05/23/18

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #3 to Agreement #20-76 with Merrill Educational Center, Non-Public School, NPS (DeGenna/Jefferson)

At the Board Meeting of October 7, 2020, the Board of Trustees ratified Agreement #20-76 with Merrill Educational Center, in the amount of \$121,600.00, for student #OL091508, to provide a program of instruction which is consistent with the pupil's individual educational plan.

At the Board Meeting of October 6, 2021 the Board of Trustees ratified Amendment #1 in the amount of \$30,400.00 to cover the student's attendance through June 2022, for a new total agreement amount of \$152,000.00.

At the Board Meeting of May 18, 2022 the Board of Trustees ratified Amendment #2 in the amount of \$25,240.00 to cover additional services to be rendered through June 2022, for a new total agreement amount of \$177,240.00.

Amendment #3, in the amount of \$11,655.66, is required to cover the cost of additional services that were rendered through June 2022, and Extended School Year services rendered from July 1, 2022 through July 29, 2022, for a new total agreement amount of \$188,895.66.

FISCAL IMPACT:

\$11,665.66 - Special Education funds.

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Amendment #3 to Agreement #20-76 with Merrill Educational Center.

ADDITIONAL MATERIALS:

Attached: [Amendment #3 \(1 Page\)](#)

[Amendment #2 \(1 Page\)](#)

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

[Agreement #20-76, Merrill Educational Center \(4 Pages\)](#)

**Amendment #3 to Agreement #20-76 with
Merrill Educational Center
August 3, 2022**

At the Board Meeting of October 7, 2020, the Board of Trustees ratified Agreement #20-76 with Merrill Educational Center, in the amount of \$121,600.00, for student #OL091508, to provide a program of instruction which is consistent with the pupil's individual educational plan.

At the Board Meeting of October 6, 2021 the Board of Trustees ratified Amendment #1 in the amount of \$30,400.00 to cover the student's attendance through June 2022, for a new total agreement amount of \$152,000.00.

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Amendment #3, in the amount of \$11,655.66, is required to cover the cost of additional services that were rendered through June 2022, and Extended School Year services rendered from July 1, 2022 through July 31, 2022, for a new total agreement amount of \$188,895.66.

MERRILL EDUCATION:

By: _____
Lynne M Merrill

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

**Amendment #2 to Agreement #20-76 with
Merrill Educational Center
May 18, 2022**

SC COPY

At the Board Meeting of October 7, 2020, the Board of Trustees ratified Agreement #20-76 with Merrill Educational Center, in the amount of \$121,600.00, for student #OL091508, to provide a program of instruction which is consistent with the pupil's individual educational plan.

At the Board Meeting of October 6, 2021 the Board of Trustees ratified Amendment #1 in the amount of \$30,400.00 to cover the student's attendance through June 2022, for a new total agreement amount of \$152,000.00.

Amendment #2, in the amount of \$25,240.00, is required to cover the cost of additional services that are being rendered through June 2022, for a new total agreement amount of \$177,240.00.

MERRILL EDUCATION:

By: *Lynne M. Merrill*
Lynne M Merrill

Date: 5/9/22

OXNARD SCHOOL DISTRICT:

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

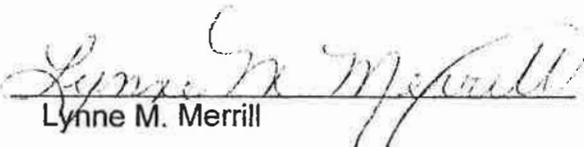
Date: 5-19-2022

**Amendment #1 to Agreement #20-76 with
Merrill Educational Center
October 6, 2021**

At the Board Meeting of October 7, 2020, the Board of Trustees ratified Agreement #20-76 with Merrill Educational Center, in the amount of \$121,600.00, for student #OL091508, to provide a program of instruction which is consistent with the pupil's individual educational plan.

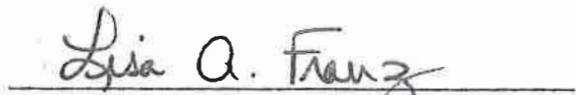
Amendment #1, in the amount of \$30,400.00, is required to cover the student's attendance through June 2022, for a new total agreement amount of \$152,000.00.

MERRILL EDUCATIONAL CENTER:

By: 
Lynne M. Merrill

Date: 9/15/21

OXNARD SCHOOL DISTRICT:

By: 
Lisa A. Franz, Director, Purchasing

Date: 10-11-2021

MERRILL EDUCATIONAL CENTER SCHOOL CONTRACT

Thank you for choosing Merrill Educational Center and School! Following are the policies and the contractual agreement for the school.

Merrill Educational Center operates on a private school tuition plan. Like other private schools, each student has set hours and set fees for the semester. Parents or institutions must sign this contractual commitment for the remainder of the 2020-2021 fiscal year and the fiscal year of 2021/2022, when the student starts classes. A school calendar designating semester dates and holidays will be provided.

Districts will be billed on a monthly basis for each of the 12 months of the school year. All payments need to be received by the 1st of each month with a 5% penalty charged after the 3rd of the month. This contract specifies 25 hours of instructional time per week, at a tuition rate of \$7,500.00 per month. Students are charged \$10 a day for a lunch, should they require one. In addition, workbooks bought for a student will be billed on the next statement.

We are unable to make-up missed sessions which are generated by a student's absence, as our teachers work back-to-back to service students daily. Consequently, no requests made on behalf of a student for make-up hours will be scheduled. When a teacher is absent, a substitute will be provided.

All students need to be at school on time. Their books should remain in their locker here, unless they are needed for study or homework.

All cell phones must be turned off during class time. If you need to reach your child during class, please call the office.

When a student is going to be absent, a parent must call the school as soon as possible.

In the case of private transportation, please provide the name and number to contact if the bus is late, or have the driver call us at 818-865-0008.

An outside school can expect a summary of the child's curriculum for the current month, at the end of that month.

The Center should also know if the student should be escorted to the restroom and back to class, or if the student should be permitted to go alone.

In the situation of a non English Dominant student, and in the event that the student speaks primarily Spanish, an interpreter will hear the student's concerns and make certain that the student's concerns are known.

Please sign below and return this form to our office by the student's first day with us. Students arriving without a signed contract will not be allowed to start school, per insurance regulations.

Thank you for your cooperation and please call the school if you have any questions or concerns.

I have read and agree to follow the above listed policies. I understand that I am making a financial commitment for the remainder of the 2020-2021 fiscal year and the fiscal year of 2021/2022.

OL091508

Student name:



District signature: *Lisa A. Franz*
Lisa A. Franz, Director, Purchasing

Date: 10-9-2020

MERRILL EDUCATIONAL CENTER CALENDAR
2021

January 4	School resumes
January 18	MLK-no school
February 15	President's Day - no school
April 2 through April 9	Spring Break - no school
May 31	Memorial Day – no school
September 6	Labor Day – no school
November 11	Veteran's Day – no school
November 24, 25, 26	Thanksgiving Break – no school
December 20 – December 31	Winter Break – no school

MERRILL EDUCATIONAL CENTER CALENDAR
2020

January 6	School resumes
January 20	MLK-no school
February 17	President's Day - no school
April 10 through April 17	Spring Break - no school
May 25	Memorial Day – no school
September 7	Labor Day – no school
November 11	Veteran's Day – no school
November 25, 26, 27	Thanksgiving Break – no school
December 21 – December 31	Winter Break – no school

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #21-92 – Inclusive Education & Community Partnership (DeGenna/Jefferson)

At the Board Meeting of August 25, 2021, the Board of Trustees approved Agreement #21-92 with Inclusive Education & Community Partnership, in the amount of \$20,000.00, to provide behavior support services, and 1 to 1 behavioral therapist services to the Special Education Department during the 2021-2022 school year.

Amendment #1, in the amount of \$33,000.00, is needed to adjust the final total cost through the end of the fiscal year, for a new total agreement amount of \$53,000.00

FISCAL IMPACT:

Total not to exceed \$33,000.00 – Special Education Funds

RECOMMENDATION:

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #21-92 with Inclusive Education & Community Partnership.

ADDITIONAL MATERIALS:

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

[Agreement #21-92, Inclusive Education & Community Partnership \(14 Pages\)](#)

**Amendment #1 to Agreement #21-92 with
Inclusive Education & Community Partnership
August 3, 2022**

At the Board Meeting of August 25, 2021, the Board of Trustees approved Agreement #21-92 with Inclusive Education & Community Partnership, in the amount of \$20,000.00, to provide behavior support services, and 1 to 1 behavioral therapist services to the Special Education Department during the 2021-2022 school year.

Amendment #1, in the amount of \$33,000.00, is needed to adjust the final total cost through the end of the fiscal year, for a new total agreement amount of \$53,000.00

RICK CLEMENS:

By: _____
Rick Clemens

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OXNARD SCHOOL DISTRICT

Agreement #21-92

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 25th day of August 2021 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 26, 2021 through June 30, 2022 (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 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".

PC (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.

PC (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.

PC (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

 (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit C "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Danielle Jefferson
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Inclusive Education & Community Partnership
2323 Roosevelt Blvd., #3
Oxnard, CA 93035
Attention: Rick Clemens
Phone: (805) 985.4808
Fax: (805) 985-7623
Email: rickclemens@aol.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** DANIELLE JEFFERSON shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed Exhibit D "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

8-30-2021
Date

Tax Identification Number: 95-6002318

INCLUSIVE EDUCATION & COMMUNITY PARTNERSHIP:

Dennis Carter
Signature

DENNIS CARTER
DIRECTOR BUSINESS
Typed Name/Title

8/19/21
Date

Tax Identification Number: 27-0039995

Not Project Related

Project #21-92

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-92

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 #21-92

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-92

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 #21-92

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-92

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 #21-92

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Not Project Related

Project #21-92

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-92

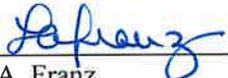
CONFLICT OF INTEREST CHECK

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: 8-30-2021

By: 
Lisa A. Franz
Director, Purchasing



Inclusive Education and Community Partnership

2323 Roosevelt Blvd, Suite 3
Oxnard, California 93035

Tel: (805) 985-4808 x 109

Email: dennisc@iecp.us

Fax: (805) 985-7623

RATE SHEET 2021-2022

OXNARD SCHOOL DISTRICT

CONSULTATION/ASSESSMENT OR TRAINING BY
RICK CLEMENS OR BCBA STAFF----\$150 PER HOUR

CONSULTATION/ASSESSMENT/SUPERVISION OR TRAINING
BY SUPERVISORY STAFF-----\$108.15 PER HOUR

DIRECT SERVICE BII----\$54.11 PER HOUR

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #21-117 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

At the Board meeting of October 6, 2021, the Board of Trustees ratified Agreement #21-117 with Ventura County of Education, in the amount of \$160,084.91, to provide exceptional services to three (3) special education students that consist of support from Special Circumstances Paraeducators (SCP's), for the 2020-2021 school year, including Extended School Year

Amendment #1, in the amount of \$1,236.40, is needed to adjust the previous estimated cost for student #SR112811, due to a clerical error in the hourly rate used to calculate costs, for a new total agreement amount of \$161,321.31.

FISCAL IMPACT:

\$1,236.40 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #21-117 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$1,236.40.

ADDITIONAL MATERIALS:

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

[Agreement #21-117, Ventura County Office of Education \(3 Pages\)](#)



ADDENDUM TO AGREEMENT

May 27, 2022

Oxnard School District
Agreement # OX113A-21/22

SR112811
School attending: Triton Academy
[REDACTED]

Addendum to Special Circumstance Educational Support services as specified below:

Addendum requested by District due to previous estimated cost not covering all funds.

4. 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.

6. The term of this contract shall begin 8/18/2021 (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: <u>2021-2022</u> 8/18/2021-2/10/2022	UPCOMING: <u>2022-2023</u>
--	--	----------------------------

Original Estimated Cost: \$63,261.64
 Amount added/owed: \$1,236.40
New Total Estimated Cost: \$64,498.04

Requested by: [Signature]
Special Education Authorized Representative

Date: 6/2/22

Approved by: _____
(VCOE) Director, Business Services

Date: _____

Accepted by: _____
DOR Authorized Representative

Date: _____

Title: Director, Purchasing



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **August 18, 2021**, 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**, 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 **ASL interpreter performing special circumstance educational support through out the school day for 330 minutes daily. ESY will be calculated 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 **8/18/2021** (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: <u>2021-2022</u> 8/18/2021-6/9/2022 (ESY: 6/13/2022-6/30/2022)	UPCOMING: <u>2022-2023</u> (ESY: 7/1/2022-7/8/2022)
ESTIMATED COSTS:	\$ <u>73,220.00</u>	+ \$ <u>TBD</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Lisa A. Franz
Signature

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: Lisa Cline
Business Services Authorized Representative

Date: 10-11-2021

Date: 10-18-21

Estimated Cost \$ 73,220.00



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **August 18, 2021**, 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 1944 minutes weekly. ESY will also be provided by two paraeducators 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 **8/18/2021** (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: <u>2021-2022</u> <u>8/18/2021-2/10/2022</u>	UPCOMING: <u>2022-2023</u>
ESTIMATED COSTS:	\$ <u>63,261.64</u>	+ \$ <u>TBD</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature: Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: Lisa Cline
Business Services Authorized Representative

Date: 10-11-2021

Date: 10-18-21

Estimated Cost \$ 63,261.64



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **August 24, 2021**, 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.

AG091310

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-Los Nogales 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.**

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 **8/24/2021** (IEP date~7/8/2021) 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> 8/24/2021-1/26/2022	UPCOMING: <u>2022-2023</u>
ESTIMATED COSTS:	\$ <u>23,603.27</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

Lisa A. Franz
 Signature

Accepted By: [Signature]
 Special Education Authorized Representative

Title: Director, Purchasing

Approved By: Lisa Clune
 Business Services Authorized Representative

Date: 10-11-2021

Date: 10-18-21

Estimated Cost \$ 23,603.27

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #21-181 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

At the Board meeting of March 2, 2022, the Board of Trustees ratified Agreement #21-181 with Ventura County of Education, in the amount of \$66,825.02, to provide exceptional services to two (2) special education students that consist of support from Special Circumstances Paraeducators (SCP's), for the 2020-2021 school year, including Extended School Year

Amendment #1, in the amount of \$684.60, is needed to adjust the previous estimated cost for student #DP010810, due to a clerical error in the hourly rate used to calculate costs, for a new total agreement amount of \$67,509.62.

FISCAL IMPACT:

\$684.60 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #21-181 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$684.60.

ADDITIONAL MATERIALS:

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

[Agreement #21-181, Ventura County Office of Education \(2 Pages\)](#)



ADDENDUM TO AGREEMENT

May 27, 2022

DP010810

Oxnard School District
Agreement # OX109A-21/22

School attending: Triton Academy

Addendum to Special Circumstance Educational Support services as specified below:

Addendum requested by District due to previous estimated cost not covering all funds.

4. 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.

6. The term of this contract shall begin 1/16/2022 (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)

CURRENT: 2021-2022
1/16/2022-6/10/2022
(ESY: 6/13/2022-6/30/2022)

UPCOMING: 2022-2023
(ESY: 7/1/2022-7/8/2022)
8/17/2022-1/13/2023

Original Estimated Cost: \$35,027.46
Amount added/owed: \$684.60
New Total Estimated Cost: \$35,712.06

Requested by: [Signature]
Special Education Authorized Representative

Date: 5.27.22

Approved by: _____
(VCOE) Director, Business Services

Date: _____

Accepted by: _____
DOR Authorized Representative

Date: _____

Title: Director, Purchasing



AGREEMENT

9c) COPY

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **November 13, 2021**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

JV030409

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Foster Middle School** a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **11/13/2021** (IEP date~11/3/2021) 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 11/13/2021-6/15/2022 (ESY: 8/21/2022-6/30/2022)	UPCOMING: 2022-2023 (ESY: 7/1/2022-7/15/2022) 8/17/2022-11/3/2022
Estimated Costs:	\$ <u>31,797.56</u>	\$ <u>TBD</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Lisa A. Franz
Signature

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: Lisa Cline
Business Services Authorized Representative

Date: 3-3-2022

Date: 3-9-22

Estimated Cost \$ 31,797.56



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **January 16, 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 **1/16/2022 (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)	CURRENT: <u>2021-2022</u> 1/16/2022-6/10/2022 (ESY: 6/13/2022-6/30/2022)	UPCOMING: <u>2022-2023</u> (ESY: 7/1/2022-7/8/2022) 8/17/2022-1/13/2023
ESTIMATED COSTS:	\$ <u>35,027.46</u>	\$ <u>TBD</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

[Signature]
Signature

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: 3-3-2022

Date: 3-9-22

Estimated Cost \$ 35,027.46

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #21-185 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

At the Board meeting of March 16, 2022, the Board of Trustees ratified Agreement #21-185 with Ventura County of Education, in the amount of \$24,682.83, to provide exceptional services to two (2) special education students that consist of support from Special Circumstances Paraeducators (SCP's), for the 2020-2021 school year, including Extended School Year

Amendment #1, in the amount of \$423.00, is needed to adjust the previous estimated cost for student #JB080313, due to a clerical error in the hourly rate used to calculate costs, for a new total agreement amount of \$25,105.83.

FISCAL IMPACT:

\$423.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #21-185 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$423.00.

ADDITIONAL MATERIALS:

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

[Agreement #21-185, Ventura County Office of Education \(2 Pages\)](#)



County Education

Memorandum

DR. CÉSAR MORALES, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

ADDENDUM TO AGREEMENT

May 27, 2022

Oxnard School District
Agreement # OX97A-21/22

JB080313
School attending: Dwire School
[REDACTED]

Addendum to Special Circumstance Educational Support services as specified below:

Addendum requested by District due to previous estimated cost not covering all funds.

4. 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 a total of 330 minutes a day. ESY will be provided at 240 minutes daily.

6. The term of this contract shall begin 2/5/2022 (IEP date~2/3/2022) 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:	CURRENT: <u>2021-2022</u>	UPCOMING: <u>2022-2023</u>]
	(including ESY, if applicable)	2/5/2022-6/9/2022	(ESY: 7/1/2022-7/8/2022)	
		(ESY: 6/13/2022-6/30/2022)	8/17/2022-2/3/2023	

Original Estimated Cost: \$21,643.52
Amount added/owed: \$423.00
New Total Estimated Cost: \$22,066.52

Requested by: [Signature]
Special Education Authorized Representative

Date: 5.27.22

Approved by: _____
(VCOE) Director, Business Services

Date: _____

Accepted by: _____
DOR Authorized Representative

Date: _____

Title: Director, Purchasing



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **January 27, 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. **AG091310**

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-Los Nogales 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.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify, and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **1/27/2022** (IEP date~1/27/2022) 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: <u>2021-2022</u> 1/27/2022-2/11/2022	UPCOMING: <u>2022-2023</u>
ESTIMATED COSTS:	\$ <u>3,039.31</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

Lisa A. Franz
Signature

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: Lisa Clune
Business Services Authorized Representative

Date: 3-21-2022

Date: 3-28-22

Estimated Cost \$ 3,039.31



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 5, 2022**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

JB081313

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Dwire School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for a total of 330 minutes a day. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **2/5/2022** (IEP date~2/3/2022) 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>	UPCOMING: <u>2022-2023</u>
	2/5/2022-6/9/2022 (ESY: 6/13/2022-6/30/2022)	7/1/2022-7/8/2022 8/17/2022-2/3/2023
ESTIMATED COSTS:	\$ <u>21,643.52</u>	\$ <u>TBD</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Lisa A. Franz
Signature (DOR Authorized Representative)

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
VCOE Business Services Authorized Representative

Date: 3-21-2022

Date: 3-28-22

Estimated Cost \$ 21,643.52

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

**Ratification of Amendment #1 to Agreement #21-191 - Ventura County Office of Education,
Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**

At the Board meeting of April 20, 2022, the Board of Trustees ratified Agreement #21-191 with Ventura County of Education, in the amount of \$302,567.10, to provide exceptional services to nine (9) special education students that consist of support from Special Circumstances Paraeducators (SCP's), for the 2020-2021 school year, including Extended School Year

Amendment #1, in the amount of \$7,074.66, is needed to adjust the previous estimated costs for students listed below, due to a clerical error in the hourly rate used to calculate costs, for a new total agreement amount of \$309,641.76.

Students:

DG052310	\$581.40	JM111710	\$227.70
IH081410	\$919.80	IO111109	\$615.15
JN090409	\$575.91	DS080410	\$4,154.70

FISCAL IMPACT:

\$7,074.66 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #21-191 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$7,074.66.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(6 Pages\)](#)

[Agreement #21-191, Ventura County Office of Education \(9 Pages\)](#)



Memorandum

DR. CÉSAR MORALES, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

ADDENDUM TO AGREEMENT

May 26, 2022

DG052310

Oxnard School District
Agreement # OX112-21/22

School attending: Phoenix School
[REDACTED]

Addendum to Special Circumstance Educational Support services as specified below:

Addendum requested by District due to previous estimated cost not covering all funds.

4. 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 also be provided at 240 minutes daily.

6. The term of this contract shall begin 12/11/2022 (IEP date~12/10/2021) 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
	12/11/2021-6/10/2022
	(ESY: 6/13/2022-6/30/2022)

Original Estimated Cost: \$29,748.32
 Amount added/owed: \$581.40
New Total Estimated Cost: \$30,329.72

Requested by: [Signature]
Special Education Authorized Representative

Date: 5/26/22

Approved by: _____
(VCOE) Director, Business Services

Date: _____

Accepted by: _____
DOR Authorized Representative

Date: _____

Title: Director, Purchasing



Memorandum

DR. CÉSAR MORALES, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

ADDENDUM TO AGREEMENT

May 27, 2022

Oxnard School District
Agreement # OX115A-21/22

IH081410

School attending: Foster Middle School

Addendum to Special Circumstance Educational Support services as specified below:

Addendum requested by District due to previous estimated cost not covering all funds.

4. 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.

6. The term of this contract shall begin 8/24/2021 (IEP date~6/17/2021 & 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

Original Estimated Cost: \$47,063.14
Amount added/owed: \$919.80
New Total Estimated Cost: \$47,982.94

Requested by: [Signature]
Special Education Authorized Representative

Date: 5.27.22

Approved by: _____
(VCOE) Director, Business Services

Date: _____

Accepted by: _____
DOR Authorized Representative

Date: _____

Title: Director, Purchasing



Memorandum

DR. CÉSAR MORALES, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

ADDENDUM TO AGREEMENT

May 27, 2022

JN090409

Oxnard School District
Agreement # OX116A-21/22

School attending: Foster Middle School

Addendum to Special Circumstance Educational Support services as specified below:

Addendum requested by District due to previous estimated cost not covering all funds.

4. 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 1,940 minutes weekly. ESY will be provided at 240 minutes weekly.

6. The term of this contract shall begin 1/15/2022 (IEP date~1/14/2022) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2021-2022</u>	UPCOMING: <u>2022-2023</u>
	1/15/2022-6/15/2022	(ESY: 7/1/2022-7/15/2022)
	(ESY: 6/21/2022-6/30/2022)	8/17/2022-11/4/2022

Original Estimated Cost: \$29,467.86
 Amount added/owed: \$575.91
New Total Estimated Cost: \$30,043.77

Requested by: HSJ
Special Education Authorized Representative

Date: 5.27.22

Approved by: _____
(VCOE) Director, Business Services

Date: _____

Accepted by: _____
DOR Authorized Representative

Date: _____

Title: Director, Purchasing



Memorandum

DR. CÉSAR MORALES, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

ADDENDUM TO AGREEMENT

May 27, 2022

JM111710

Oxnard School District Agreement # OX100A-21/22

School attending: Dwire School

Addendum to Special Circumstance Educational Support services as specified below:

Addendum requested by District due to previous estimated cost not covering all funds.

4. 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 services throughout the school day for 1,650 minutes weekly.

6. The term of this contract shall begin 1/26/2022 (IEP date~10/7/2021) 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: CURRENT: 2021-2022 (including ESY, if applicable) 1/26/2022-4/3/2022

Original Estimated Cost: \$11,650.66
Amount added/owed: \$227.70
New Total Estimated Cost: \$11,878.36

Requested by: [Signature] Special Education Authorized Representative

Date: 5.27.22

Approved by: (VCOE) Director, Business Services

Date:

Accepted by: DOR Authorized Representative

Date:

Title:



Memorandum

DR. CÉSAR MORALES, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

ADDENDUM TO AGREEMENT

May 26, 2022

IO111109

Oxnard School District
Agreement # OX89A-21/22

School attending: Foster Middle School
[REDACTED]

Addendum to Special Circumstance Educational Support services as specified below:

Addendum requested by District due to previous estimated cost not covering all funds.

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

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.

6. The term of this contract shall begin 1/10/2022 (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
1/10/2022-6/15/2022
(ESY: 6/21/2022-6/30/2022)

Original Estimated Cost: \$31,475.20
Amount added/owed: \$615.15
New Total Estimated Cost: \$32,090.35

Requested by: [Signature]
Special Education Authorized Representative

Date: 5/26/22

Approved by: _____
(VCOE) Director, Business Services

Date: _____

Accepted by: _____
DOR Authorized Representative

Date: _____

Title: Director, Purchasing



Memorandum

DR. CÉSAR MORALES, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

ADDENDUM TO AGREEMENT

May 26, 2022

DS080410

Oxnard School District
Agreement # OX117A-21/22

School attending: Foster Middle School

Addendum to Special Circumstance Educational Support services as specified below:

Addendum requested by District due to previous estimated cost not covering all funds.

4. 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.

6. The term of this contract shall begin **8/18/2021** (IEP date~6/16/2021) 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> <u>8/18/2021-3/18/2022</u>
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Original Estimated Cost: \$27,607.00
 Amount added/owed: \$4,154.70
New Total Estimated Cost: \$31,761.70

Requested by: [Signature]
Special Education Authorized Representative

Date: 5/26/22

Approved by: _____
(VCOE) Director, Business Services

Date: _____

Accepted by: _____
DOR Authorized Representative

Date: _____

Title: Director, Purchasing



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective August 18, 2021, 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.

DS080410

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.

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 8/18/2021 (IEP date~6/16/2021) 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> <u>8/18/2021-3/17/2022</u>	UPCOMING: <u>2022-2023</u>
ESTIMATED COSTS:	\$ <u>27,607.00</u>	+ \$ <u>TBD</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Lisa A. Franz
Signature

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: 4-21-2022

Date: 6-1-22

Estimated Cost \$ 27,607.00



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **August 24, 2021**, 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 **8/24/2021** (IEP date ~6/17/2021 & 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: <u>2021-2022</u>	UPCOMING: <u>2022-2023</u>
	8/24/2021-6/15/2022 (ESY: 6/21/2022-6/30/2022)	(ESY: 7/1/2022-7/15/2022) 8/17/2022-10/22/2022
ESTIMATED COSTS:	\$ <u>47,063.14</u>	+ \$ <u>TBD</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Lisa A. Franz
Signature

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: Lisa Cline
Business Services Authorized Representative

Date: 4-21-2022

Date: 6-1-22

Estimated Cost \$ 47,063.14



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **December 11, 2021**, 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 1,650 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 **12/11/2021** (IEP date~12/10/2021) 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> 12/11/2021-6/10/2022 (ESY: 6/13/2022-6/30/2022)	IF-COMING: <u>2022-2023</u>
ESTIMATED COSTS:	\$ <u>29,748.32</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

Alex A. Franz
Signature

Accepted By: *[Signature]*
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: *Lisa Cline*
Business Services Authorized Representative

Date: 4-21-2022

Date: 6-1-22

Estimated Cost \$ 29,748.32



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective December 11, 2021, 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.

ZS121507

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 12/11/2021 (IEP date~10/10/2021) 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
12/11/2021-6/10/2022
(ESY: 6/13/2022-6/30/2022)

UPCOMING 2022-2023
(ESY: 7/1/2022-7/8/2022)
8/23/2022-12/10/2022

ESTIMATED COSTS:

\$ 31,404.72

+

\$ 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

Lisa A. Franz
Signature

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: Lisa Cline
Business Services Authorized Representative

Date: 4-21-2022

Date: 6-1-22

Estimated Cost \$ 31,404.72



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Supports

This Agreement, effective **January 10, 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 **1/10/2022 (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>31,475.20</u>	+ \$ <u>TBD</u>

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

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

OXNARD SCHOOL DISTRICT

Lisa A. Franz
Signature

Title: **Director, Purchasing**

Date: 4-21-2022

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]
Special Education Authorized Representative

Approved By: Lisa Cline
Business Services Authorized Representative

Date: 6-1-22

Estimated Cost \$ 31,475.20



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **January 15, 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 1,940 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 **1/15/2022** (IEP date~1/14/2022) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2021-2022</u>	UPCOMING: <u>2022-2023</u>
	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:	\$ <u>29,467.86</u>	+ \$ <u>TBD</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature: *Spa A. Franz*

Accepted By: *[Signature]*
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: *Lisa Cline*
Business Services Authorized Representative

Date: 4-21-2022

Date: 6-1-22

Estimated Cost \$ 29,467.86



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective January 26, 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, 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 services throughout the school day for 1,650 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 1/26/2022 (IEP date~10/7/2021) 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>
	1/26/2022-4/3/2022	
ESTIMATED COSTS:	\$ <u>11,650.66</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: Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: Lisa Cline
Business Services Authorized Representative

Date: 4-21-2022

Date: 6-2-22

Estimated Cost \$ 11,650.66



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 11, 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 **2/11/2022** (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) ESTIMATED COSTS:	CURRENT: <u>2021-2022</u> <u>2/11/2022-6/10/2022</u> (ESY: <u>6/13/2022-6/30/2022</u>) \$ <u>49,549.80</u>	+	UPCOMING: <u>2022-2023</u> (ESY: <u>7/1/2022-7/8/2022</u>) <u>8/17/2022-2/10/2023</u> \$ <u>TBD</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

Lisa A. Franz
Signature

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: Lisa Cline
Business Services Authorized Representative

Date: 4-21-2022

Date: 6-1-22

Estimated Cost \$ 49,549.80



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 24, 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**, 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 ASL interpreter performing special circumstance educational support through out the school day for 330 minutes daily. ESY will be calculated at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **2/24/2022** (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: <u>2021-2022</u> <u>2/24/2022-6/9/2022</u> (ESY: <u>6/13/2022-6/30/2022</u>)	UPCOMING: <u>2022-2023</u> (ESY: <u>7/1/2022-7/8/2022</u>)
ESTIMATED COSTS:	\$ <u>44,600.40</u>	+ \$ <u>TBD</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature: Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: Lisa Cline
Business Services Authorized Representative

Date: 4-21-2022

Date: 6-1-22

Estimated Cost \$ 44,600.40

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-219 – Ojai Unified School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)

Oxnard School District provided services for Ojai Unified School District student #RS082617 during the 2021-2022 school year. Oxnard School District provided a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days: \$ 45,062.06 – N/A (*ADA) = \$45,062.06

Extended School Year (ESY): \$250.00 per diem X 20 days = \$5,000.00

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.*

Grand Total: **\$50,062.06**

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-219 with Ojai Unified School District.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-219, Ojai Unified School District \(3 Pages\)](#)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-24-21 is made by and between the Oxnard School District and the Ojai Unified School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **RS082617**, a Special Education pupil (“Student”) who is a resident of Ojai Unified School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. OJAI SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2021-2022 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = \$45,062.06 (* **Does not include a one-time \$1,700.00 per student cost for Personal Equipment Setups, as this was contributed in 2020-2021 for the above named student**).

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$102.00 per hour
- Counseling Services: \$80.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$108.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$99.00 per hour
- ESY Rate: \$250.00 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: RS082617

Services:

Base Rate for 180 days: \$45,062.06– N/A (ADA) = \$45,062.06
 Extended School Yr. (ESY): \$250.00 per diem x 20 days = \$5,000.00

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-*based on IEP date*: CURRENT: 2021-2022 UPCOMING: 2022-2023

Total: **\$50,062.06**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of

each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Ojai Unified School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2021-2022** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

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

Ojai Unified School District

Oxnard School District

Signature

Signature

Typed Name/Title

Typed Name/Title

Date

Date

Total Cost: \$50,062.06

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Ojai Unified School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Ojai Unified School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Ojai Unified School District** pupils being served in the Oxnard program; (L) providing to **Ojai Unified School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Ojai Unified School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-220 – Ocean View School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)

Oxnard School District provided services for Ocean View School District student #AA080514 during the 2021-2022 school year, including Extended School Year (ESY). Oxnard School District provided a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days: \$42,639.26 – \$10,598.00* (*ADA) = \$32,041.26

Extended School Year (ESY): \$178.00 per diem x 20 days = \$3,560.00

Transportation: Responsibility of District of Residence

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.*

Grand Total: \$35,601.26

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-220 with Ocean View School District.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-220, Ocean View School District \(3 Pages\)](#)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 08-24-21 is made by and between the Oxnard School District and the Ocean View School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for student **AA080514**, a Special Education pupil (“Student”) who is a resident of Ocean View School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. OCEAN VIEW SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2021-2022 Base Rate for Deaf and Hard of Hearing Classroom for 183 days = **\$32,041.26** (*Does not include a one-time **\$1,700 per student cost for Personal Equipment Setup, as this was already contributed in 2018-2019 for above named student**).

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$102.00 per hour
- Counseling Services: \$80.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$106.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$99.00 per hour
- ESY Rate: \$178.00 per diem
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: AA080514

Services:

Base Rate for 180 days: \$42,639.26 - \$ 10,598.00 (ADA) = \$32,041.26

Extended School Yr. (ESY): \$178.00 per diem x 20 days = \$3,560.00

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-*based on IEP date*: CURRENT: 2021-2022

UPCOMING: 2022-2023

Total: **\$35,601.26**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by the VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Ocean View School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin 2021-2022 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other

reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

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

Ocean View School District

Oxnard School District

Signature

Signature

Typed Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date

Total Cost: \$35,601.26

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Ocean View School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Ocean View School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Ocean View School District** pupils being served in the Oxnard program; (L) providing to **Ocean View School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by an **Ocean View School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-221 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)

Oxnard School District provided services for Hueneme School District student #EG082714 during the 2021-2022 school year, including Extended School Year (ESY). Oxnard School District provided a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 183 days: \$42,639.26 - \$10,598.00 (*ADA) = \$32,041.26

Extended School Yr. (ESY): \$178.00 per diem x 20 days = \$3,560.00

Transportation: Responsibility of District of Residence

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.*

Grand Total: \$35,601.26

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-221 with Hueneme School District.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-221, Hueneme School District \(3 Pages\)](#)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 08-24-22 is made by and between the Oxnard School District and the Hueneme School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **EG082714**, a Special Education pupil (“Student”) who is a resident of Hueneme School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. HUENEME SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2021-2022 Base Rate for Deaf and Hard of Hearing Classroom for 183 days = **\$42,639.26** (*Does not include a one-time **\$1,700 per student cost for Personal Equipment Setup, as this was already contributed in 2016-2017 for above named student**).

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$102.00 per hour
- Counseling Services: \$80.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$106.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$99.00 per hour
- ESY Rate: \$178.00 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: EG082714

Services:

Base Rate for 183 days: \$42,639.26 - \$ 10,598.00 (ADA) = \$32,041.26
 Extended School Yr. (ESY): \$178.00 per diem x 20 days = \$3,560.00

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-*based on IEP date:* CURRENT: 2021-2022 UPCOMING: 2022-2023

Total: **\$35,601.26**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Hueneme School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2021-2022** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other

reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

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

Hueneme School District

Oxnard School District

Signature

Signature

Typed Name/Title

Typed Name/Title

Date

Date

Total Cost: \$35,601.26

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Hueneme School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Hueneme School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Hueneme School District** pupils being served in the Oxnard program; (L) providing to **Hueneme School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Hueneme School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-222 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)

Oxnard School District provided services for Hueneme School District student #JE011916 during the 2021-2022 school year, including Extended School Year (ESY). Oxnard School District provided a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 183 days: \$42,639.26 – \$10,598.00* (*ADA) = \$32,041.26

Extended School Year (ESY): \$178.00 per diem x 20 days = \$3,560.00

Transportation: Responsibility of District of Residence

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.*

Grand Total: \$35,601.26

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-222 with Hueneme School District.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-222, Hueneme School District \(3 Pages\)](#)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement ("Agreement"), effective 8-24-21 is made by and between the Oxnard School District and the Hueneme School District ("District of Residence").

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **JE011916**, a Special Education pupil ("Student") who is a resident of Hueneme School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student's individualized education program ("IEP").
3. HUENEME SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2021-2022 Base Rate for Deaf and Hard of Hearing Classroom for 183 days = \$32,041.26 (***Does not include a one-time \$1,700.00 per student cost for Personal Equipment Setup, as this was contributed in 2020-2021 for the above named student**).

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$102.00 per hour
- Counseling Services: \$80.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$106.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$99.00 per hour
- ESY Rate: \$178.00 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: JE011916

Services:

Base Rate for 183 days: \$42,639.26 – \$ 10,598.00 (ADA) = \$32,041.26

Extended School Yr. (ESY): \$178.00 per diem x 20 days = \$3,560.00

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-*based on IEP date*:

CURRENT: 2021-2022

UPCOMING: 2022-2023

Total: **\$35,601.26**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of

each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Hueneme School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2021-2022** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

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

Hueneme School District

Oxnard School District

Signature

Signature

Typed Name/Title

Typed Name/Title

Date

Date

Total Cost: \$35,601.26

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Hueneme School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Hueneme School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Hueneme School District** pupils being served in the Oxnard program; (L) providing to **Hueneme School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Hueneme School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-223 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)

Oxnard School District provided services for Hueneme School District student #VN042612 during the 2021-2022 school year, including Extended School Year (ESY). Oxnard School District provided a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 183 days: \$42,639.26 - \$10,598.00* (*ADA) = \$32,041.26

Extended School Yr. (ESY): \$178.00 per diem x 20 days = \$3,560.00

Transportation: Responsibility of District of Residence

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.*

Grand Total: \$35,601.26

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-223 with Hueneme School District.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-223, Hueneme School District \(3 Pages\)](#)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement ("Agreement"), effective 8-24-21 is made by and between the Oxnard School District and the Hueneme School District ("District of Residence").

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **VN042612**, a Special Education pupil ("Student") who is a resident of Hueneme School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student's individualized education program ("IEP").
3. HUENEME SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2021-2022 Base Rate for Deaf and Hard of Hearing Classroom for 183 days = \$32,041.26.00 (***Does not include a one-time \$1,700.00 per student cost for Personal Equipment Setup, as this was contributed in 2016-2017 for the above named student**).

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$102.00 per hour
- Counseling Services: \$80.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$106.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$99.00 per hour
- ESY Rate: \$178.00 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: VN042612

Services:

Base Rate for 183 days: \$42,639.26 – \$10,598.00 (ADA) = \$32,041.26
 Extended School Yr. (ESY): \$178 per diem x 20 days = \$3,560.00

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-*based on IEP date*: CURRENT: 2021-2022 UPCOMING: 2022-2023

Total: **\$35,601.26**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of

each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Hueneme School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2021-2022** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

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

Hueneme School District

Oxnard School District

Signature

Signature

Typed Name/Title

Typed Name/Title

Date

Date

Total Cost: \$35,601.00

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Hueneme School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Hueneme School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Hueneme School District** pupils being served in the Oxnard program; (L) providing to **Hueneme School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Hueneme School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 03, 2022

Agenda Section: Section C: Facilities Agreement

Ratification of Agreement #22-56 – KONE Inc. (Mitchell/Miller)

KONE Inc. will monitor, perform, maintain, and provide all compliance safety testing of the vertical conveyance equipment for 12 elevators and 2 wheelchair lifts for the following schools:

Chavez	Elevator #1 & #2	Kamala	Elevator #1
Curren	Elevator #1	Frank	Wheelchair Lift
Driffill	Elevator #1	Lemonwood	Elevator #1
Harrington	Elevator #1	Marshall	Elevator #1
Lopez	Wheelchair Lift	Elm	Elevator #1
Soria	Elevator #1 & #2	McKinna	Elevator #1

Term of Agreement: July 1, 2022 through June 30, 2025

FISCAL IMPACT:

\$171,535.68 – Routine Restricted Maintenance

(Year 1 - \$55,849.56, Year 2 - \$55,179.48, Year 3 - \$60,506.64)

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees ratify Agreement #22-56 with KONE Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-56, KONE Inc. \(16 Pages\)](#)



KONE CARE™ 24/7 CONNECT

KONE Care™ Maintenance Agreement

Prepared for: OXNARD SCHOOL DISTRICT - Dana Miller

Date: May 09, 2022

Issued by: Kevin Castro



March 14, 2022
Oxnard School District - 2022 Service
1055 S C St.
Oxnard, California, 93030

KONE
Los Angeles

Phone: 747-228-9042
Fax:
kevin.castro@kone.com

Attn: Dana Miller

Re: KONE Care™ Maintenance Agreement
Oxnard School District - 2022 Service

Dear Dana Miller,

Thank you for the opportunity to submit our KONE Care Maintenance Agreement for the vertical transportation equipment located at Oxnard School District – July 1, 2022 - ~~June 30, 2025~~ Service.

KONE Care™ provides a detailed program that covers various components of your vertical transportation operation and is tailored to your specific facility, equipment, and needs. KONE's maintenance methods are utilized to maintain the safety, performance, and reliability of your equipment. Our trained service technicians follow proven performance procedures to help deliver a customized maintenance program, designed specifically to the profile for each piece of equipment.

As part of our advanced solutions, we also invite you to inquire about our KONE 24/7 Connected Services program, an innovative approach to connect your elevators and escalators for predictive monitoring services.. Please let me know if you would like to learn more about this service.

Upon your approval, return a signed copy to your KONE representative. One fully executed copy of the maintenance agreement will be returned to you for your files.

Once again, thank you for the opportunity to serve your vertical transportation needs. Please feel free to contact me with any questions at 747-228-9042.

Respectfully,

Kevin Castro

KONE

Dedicated to People Flow™



Purchaser ("Purchaser"):
OXNARD SCHOOL DISTRICT
 1051 S A ST
 OXNARD, California 93030-7442

Service Location ("Premises"):
 Oxnard School District - 2022 -2025
 Service 1051 S A St.
 Oxnard, California 93030

KONE Inc. ("KONE")
 Los Angeles

TENDER DATE: 05/09/2022

EFFECTIVE DATE: 06/01/2022

SCOPE OF SERVICES

1. EQUIPMENT DESCRIPTION ("Equipment")

School name	Address	Sub-type	Elevator Name	Kone Equipment #
Chavez School	301 N Marquita st	Hydraulic	Passenger #1	20275809
Chavez School	301 N Marquita St	Hydraulic	Passenger #2	20275810
Curren	1101 N F St	Hydraulic	Passenger #1	20321013
Driffill Elementary	920 S East St	Hydraulic	Passenger #1	42453647
Harrington Elementary	451 E Olive St	Hydraulic	Passenger #1	43007223
Lopez	462 W Hill St	Wheelchair Lift	Wheelchair Lift	20328002
Juan Soria Elementary	3101 Dunkirk Dr	Hydraulic	Passenger #1	20327999
Juan Soria Elementary	3101 Dunkirk Dr	Hydraulic	Passenger #2	20328000
Kamala Elementary	634 W Kamala	Hydraulic	Passenger #1	20321012
RJ Frank Elementary School	701 N Juanita Ave	Wheelchair Lift	Wheelchair Lift	20328001
Lemonwood	2001 San Mateo	Hydraulic	Passenger #1	43787747
Thurgood Marshall	2900 Thurgood Marshall Dr	Hydraulic	Passenger #1	44220015
Elm	450 Elm St	Hydraulic	Passenger #1	44393795
Mckinna	1611 S J St.	Hydraulic	Passenger #1	44529579

2. SERVICES

School name	Address	Number of units	Manufacturer	Type
Chavez School	301 N Marquita st	2	MCE	Hydro
Curren	1101 N F St	1	MCE	Hydro
Driffill Elementary	920 S East St	1	MCE	Hydro
Harrington Elementary	451 E Olive St	1	Other	Hydro
Haydock (Lopez)	462 W Hill St	1	Other	Wheelchair lift
Juan Soria Elementary	3101 Dunkirk Dr	2	MCE	Hydro
Kamala Elementary	634 W Kamala	1	MCE	Hydro
RJ Frank Elementary School	701 N Juanita Ave	1	Other	Wheelchair lift
Lemonwood	2001 San Mateo	1	Other	Hydro
Thurgood Marshall	2900 Thurgood Marshall Dr	1	Smartrise	Hydro
Elm	450 Elm St	1	Otis	Hydro
Mckinna	1611 S J St.	1	TKE	Hydro

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. KONE performs maintenance service in accordance with a proprietary system called KONE Maintenance Method. Data gathered about the equipment is analyzed to determine optimum maintenance frequency. In addition, KONE will repair or replace the components listed below, unless exclusion or limited scope language exists elsewhere in this Agreement. All other work related to the equipment is Purchaser's responsibility unless specifically noted elsewhere in this Agreement, or unless Purchaser has separately contracted with KONE for the

work.

A. Hydraulic Elevators

1. **Relay Logic Control System**
All control system components.
2. **Microprocessor Control System**
All control system components. System performance examinations will be conducted to ensure that dispatching and motion control systems are operating properly.
3. **Power Unit**
Pump, motor, valves, and all related parts and accessories.
4. **Hoistway and Pit Equipment**
All elevator control equipment and buffers.
5. **Rails and Guides**
Guide rails, guide shoe gibs, and rollers
6. **Wiring**
All elevator control wiring and all power wiring from the elevator equipment input terminals to the motor.
7. **Door Equipment**
Automatic door operators, hoistway and car door hangers, hoistway and car door contacts, door protective devices, hoistway door interlocks, door gibs, and auxiliary door closing devices.
8. **Manual Freight Door Equipment**
Switches, retiring cams, interlocks, guide shoes, sheaves, rollers, chains, sprockets, tensioning devices, and counter-balancing equipment.
9. **Power Freight Door Equipment**
Controller, relays, contactors, rectifiers, timers, resistors, solid state components, door motors, retiring cams, interlocks, switches, guide shoes, sheaves, rollers, chains, sprockets, and tensioning devices.
10. **Hydraulic System Accessories**
Exposed piping, fittings accessories between the pumping unit and the jack, jack packing, hydraulic fluid, and any heating or cooling elements installed by the original equipment manufacturer ("OEM") for controlling fluid temperature.
11. **Signals and Accessories**
Car operating panels, hall push button stations, hall lanterns, emergency lighting, car and hall position indicators, car operating panels, fireman's service equipment and all other signals, and accessory facilities furnished and installed as an integral part of the elevator equipment. Re-lamping of signal fixtures is included only during KONE's maintenance visits. Service requests for re-lamping of signal fixtures will be billed separately at KONE's then current labor rates.

Car Equipment

All elevator control system components on the car.

Examination and Lubrication - (WCL; WCL)

KONE will provide the labor to perform maintenance visits to examine and/or lubricate the following equipment areas per twelve month period.

- Control system
- Power unit and/or machines
- Hydraulic system accessories
- Hoistway and pit equipment
- Door equipment
- Signals and accessories
- Rails and guides

KONE will provide all lubricants, greases, and wiping cloths.

If KONE identifies items, which, in KONE's judgment, require replacement or repair, KONE will submit to Purchaser a separate proposal and contract for Purchaser's signature. KONE makes no guarantee that its examination will identify any items that require replacement or repair.

3. TESTING

KONE is not obligated to: perform safety tests other than those specified herein; perform any work required by new or retroactive code changes; perform tests required or correct outstanding violations or deficiencies identified prior to the effective date. Unless specifically provided for in this section; a written Maintenance Control Plan (MCP) and documented testing procedures are not included, even when required by current code, as such that code may be changed or amended from time to time by local jurisdictions. KONE is not responsible for providing documentation onsite, as all reporting and testing records are available digitally.

4. HOURS OF SERVICE

All services described above in this Agreement will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location where the services are performed, unless otherwise specified in the Agreement.

5. SERVICE REQUESTS (CALLBACKS)

Service requests are defined as services that require immediate attention and that are within the scope of services and not excluded from the scope of services as provided below. Service requests outside the scope of services will be billed separately at KONE's then current labor rates and material prices plus mileage and incidentals. Any rates and lump sum amounts are not subject to audit. Service requests that require more than one technician or more than two hours to complete will be treated as a repair and scheduled in accordance with the Hours of Service section above. Purchaser agrees that KONE may perform service requests made by any person that KONE believes is authorized by Purchaser to make such requests. Unless specified herein travel time and expenses are billable.

If purchaser requests service on overtime, Purchaser will be charged KONE's hourly billing rate for each over time hour unless specified separately herein.

In addition to the work described in the Scope of Services section, this Agreement covers requests for service during the regular working hours of the regular working days of the elevator trade.

6. REPORTING SERVICES

KONE may provide Purchaser with access to KONE's online reporting tool. Based on the Purchaser's user access, Purchaser can view information about the performance and service of the Equipment. KONE may provide Purchaser with automatic email notifications that provide information on work performed.

7. EXCLUSIONS

The following are excluded from the scope of services:

1. GENERAL

1. KONE is not obligated to: removal of water or excessive debris from the pit; make replacements or repairs necessitated by fluctuations in the building power systems, adverse machine room or environmental conditions (including without limitation temperature variations below 50 degrees or above 90 degrees Fahrenheit) or humidity greater than 95% relative humidity, prior water exposure, rust, fire, explosion, acts of God, misuse, vandalism, theft, acts or mandates of government, labor disputes, strikes, lockouts, or tampering with the equipment by any person other than a KONE representative, negligence or acts or omissions of the Purchaser or any third party, or any other cause beyond KONE's control.
2. KONE agrees to maintain the existing performance as designed and installed. KONE is not required under this Agreement to make changes in operation and/or control, subsequent to the date of this Agreement.
3. Notwithstanding anything contained to the contrary within this Agreement, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM), presumed asbestos containing materials (PACM), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). Any work in the affected area where reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from the HazMat is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, Purchaser shall inform KONE and its employees who will perform work activities in areas which contain HazMat of the presence and location of HazMat in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Purchaser warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Purchaser's sole responsibility and expense. After any removal or abatement, Purchaser shall provide documentation that the HazMat has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
4. Nothing contained within this agreement shall be construed or interpreted as requiring KONE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Purchaser shall be responsible to execute all waste manifests necessary to transport hazardous materials for disposal.

2. OBSOLESCENCE

1. Component may become obsolete during the term of this Agreement. Obsolete components are not covered under this Agreement. KONE will provide Purchaser with a separate quotation for the price to replace obsolete components. Equipment modifications necessary to accommodate replacement of obsolete components are at the Purchaser's expense.
2. Components include without limitation any part, component, assembly, product, or firmware or software module. A component is obsolete when it can no longer be economically produced due to the cessation of consistent sources for materials, a loss or termination of a manufacturing process occurs, product reliability analysis shows that it is not economically feasible to continue to produce the component, escalation of component costs beyond acceptable industry expectations drive alternative equipment upgrades, the support of product safety programs or conformance to codes or standards mandates that use of a component be discontinued in its entirety, the OEM designates the component as obsolete, or such component has been installed 20 or more years. No exception to the above will be made for a component designated as obsolete because it can be custom made or acquired at any price. KONE will not be required to furnish reconditioned or used components. After the component that replaces the obsolete component is installed, that component is covered under this Agreement unless it becomes obsolete.

3. ELEVATOR

1. Refinishing, repairing, replacing, or cleaning of the: car enclosure; gates or door panels; door pull straps; hoistway enclosure; rail alignment; hoistway doors; door frames; sills; hoistway gates; flooring; power feeders, switches, and their wiring and fusing; car light diffusers; ceiling assemblies and attachments; smoke or heat sensors; fans; fireman's phone devices; intercoms; phone lines; music systems; media displays; card-readers or other security systems; computer monitoring systems; light tubes and bulbs; pit pumps; emergency power generators; hydraulic cylinder; unexposed piping; or disposal or clean-up of waste oil or contamination caused by leaks in the hydraulic cylinder or unexposed piping. KONE is not obligated to perform or keep records of firefighter's service testing, unless specifically included in this Agreement.

8. REMOTE MONITORING

If the Equipment is equipped with remote monitoring capabilities, Purchaser gives KONE the right to utilize this functionality and the phone line to the Equipment to collect data related to the use and operation of the Equipment.

9. SAFETY

Purchaser will provide a safe workplace for KONE personnel and safe access to the equipment, property and machine room areas and keep all machine rooms and pit areas free from water, stored materials and debris; remove and dispose of any hazardous materials, water or waste according to applicable laws and regulations; post any and all instructions and warnings related to the use of the equipment. Purchaser will be solely responsible for proper use, for supervising the use of the equipment, and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Escalator or automatic walks have the potential for end user injuries from passengers falling over the side of the escalator balustrade or autowalk platform to a lower level below when passengers ride the equipment in an unsafe manner. Therefore, although not required by ASMEA17.1/CSA B44, KONE strongly recommends that you consult with your architect, structural engineer, contractor, security personnel, or other qualified building professional to review your operations and options to develop an appropriate fall protection solution to limit exposure to falls from your elevated equipment.

If in KONE's sole judgment the equipment presents a safety hazard to the riding public or KONE's technicians (including but not limited to Purchaser's act of creating or allowing unsafe practices or conditions or Purchaser's failure to authorize necessary repairs or upgrades), KONE may immediately terminate this Agreement in its entirety upon written notice. To the extent that KONE provides Purchaser with any oral or written account, report, information, or other statement identifying a safety issue with the equipment that is the subject of the Agreement or otherwise makes any recommendation or proposal to make a safety improvement or to address a safety issue related to such equipment, and Purchaser does not immediately approve KONE's proposal or recommendation, Purchaser agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Purchaser's failure to comply with KONE's recommendations and proposals, and any obligation on the part of KONE to indemnify or defend Purchaser with regard to such claim shall be null and void.

10. NOTICE OF MALFUNCTION OR INJURY

As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision.

11. THIRD PARTY SERVICES

1. All services within the scope of this Agreement must be performed by KONE or its subcontractors, if any. If Purchaser causes or permits a third party to perform the same or substantially the same services required by this Agreement, Purchaser shall be deemed in breach of this Agreement and Purchaser waives all claims against KONE arising from or related to a third party's performance of such services.
2. If Purchaser determines that it requires any services outside the scope of this Agreement, Purchaser will provide KONE with an opportunity to provide a quotation for such services or to meet any offer from a third party. If KONE agrees to meet a third party offer, Purchaser will enter into a separate contract with KONE for such services. If Purchaser elects to have a third party perform the services, KONE reserves the right to adjust the price of this Agreement.
3. If a third party works on the equipment during the term of this Agreement, KONE reserves the right to inspect the equipment and may determine that re-work, different or additional work is required. Purchaser will reimburse KONE for the cost the inspection and any additional work required. If Purchaser declines to have KONE perform the additional work, KONE reserves the right to cancel the Agreement upon written notice to Purchaser.

12. NON-KONE EQUIPMENT

If the equipment covered under this Agreement was not manufactured by KONE (or a company acquired by KONE), Purchaser will: (i) provide KONE with a complete set of as-built wiring diagrams, (ii) Purchaser will procure and pay for replacement parts or proprietary diagnostic devices from the OEM, if requested by KONE, and (iii) provide Maintenance Control Plan (MCP) test procedures as required by current code, as that code may be changed or amended from time to time. KONE will reimburse Purchaser for the actual cost paid by Purchaser for OEM parts acquired at KONE's request. KONE is not responsible for any delays, damages, cost, or claims arising from or in connection with Purchaser's failure to provide OEM parts or proprietary diagnostic devices in a timely manner. Purchaser authorizes KONE to produce single copies of the EPROM and/or ROM chips for each unit for the sole purpose of an archive backup of the embedded software to allow for replacement of a defective or damaged chip. These will be stored on the building premises and the Purchaser retains possession.

TERMS AND CONDITIONS

1. TERM AND TERMINATION

- A. This Agreement will commence on the effective date July 1, 2022 and expire on June 30, 2025.
- B. If a party materially breaches the Agreement, the other party shall provide written notice of the breach and a reasonable time under the circumstances to cure the breach, but in no event less than a thirty (30) days cure period. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Agreement upon fifteen (15) days written notice to the other party.

2. CANCELLATION

If Purchaser cancels or otherwise terminates the Agreement in any way all sums due for service up to and including that date will be paid in full.

3. ASSIGNMENT

Either party may assign the Agreement to a third party upon thirty (30) days prior written notice to the other party subject to the terms of this provision. If Purchaser transfers ownership of the premises on which such equipment is located to a new owner, Purchaser will promptly provide KONE with new owner's contact information and take all such actions as are necessary to assign the Agreement to the new owner. Purchaser will promptly provide KONE with a copy of such assignment. Should the new owner fail to assume this Agreement, Purchaser shall remain liable for all sums due for service up to and including that date will be paid in full

4. PAYMENT TERMS

Payment is due net sixty (60) days from the date of the invoice. A charge of the greater of: (i) one and one half percent (1½%); or (ii) the maximum rate permitted by applicable law, will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees.

KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal.

5. SUSPENSION OF SERVICE

If Purchaser fails to pay any invoice within the specified payment terms or if Purchaser breaches any material provision of the Agreement, KONE may stop work or suspend its services under this Agreement and/or other contracts with the Purchaser until all invoices are current or Purchaser cures the breach. Any requests for service during the period of suspension of service or repairs necessitated by the lack of maintenance service will be invoiced by KONE and paid separately by Purchaser. If Purchaser fails to make timely payment, any indemnity provided by KONE under the Agreement is null and void as to any damages that arise during the suspension period for non-payment. Purchaser waives all claims against KONE arising from or related to suspension of service pursuant to this provision.

6. TAXES

Purchaser is responsible for the payment of all federal, state, or local taxes applicable to the services or materials provided under the Agreement.

7. INSURANCE AND INDEMNIFICATION

KONE will provide its standard certificate of insurance.

To the extent permitted by law, each party will indemnify, defend, and hold the other party harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, arising from or related to the indemnifying party's sole negligence or willful misconduct in performance of the Agreement. Each party is responsible for its share of any comparative or contributory negligence without indemnity by the other party. Each party's indemnity obligations are expressly conditioned on the indemnified party: (i) giving the indemnifying party prompt written notice of each claim; (ii) promptly tendering to the indemnifying party the defense or settlement of each claim; and (iii) cooperating with the indemnifying party at the indemnified party's expense in defending or settling each claim. If an indemnified party does not comply strictly with the terms of this provision, the indemnifying party's indemnity obligations will become null and void and will not be considered in interpreting the Agreement.

8. LIMITATION OF LIABILITY

- A. Notwithstanding anything to the contrary in this Agreement, KONE's total liability to Purchaser under the Agreement is limited to the total amount paid by Purchaser to KONE during the calendar year in which the liability occurred.
- B. In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of the Agreement, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered for indirect, incidental, punitive, special, or consequential damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law.
- C. If there is any litigation between the parties with respect to this Agreement or the subject matter hereof, the prevailing party in such litigation shall be entitled to collect all of its costs and expenses in such litigation, including reasonable attorney's fees and court costs, from the other party.

9. U.S. GOVERNMENT SALES

If the product(s) or service(s) provided under this Agreement are for end use by a federal, state or local government customer, KONE makes no representations, certifications or warranties whatsoever with respect to the ability of its product(s), service(s) or price(s) to satisfy any applicable federal, state or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

10. FORCE MAJEURE

KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God. In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year.

11. VENUE

The exclusive venue for any dispute between the parties shall be in the County and State of the Premises as set forth on Page 1.

12. PROPERTY RIGHTS

- A. KONE will provide Purchaser with any information or materials that it provides generally to all its customers in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform its services or monitor the Equipment remains the sole property of KONE. If this Agreement terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such equipment at KONE's expense.
- B. KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform its services, including without limitation shop drawings, technical documentation, and user manuals, and to any software provided with the equipment. Purchaser will not use such software except in connection with the use and operation of the Equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

13. MISCELLANEOUS

The Agreement, including any attachments, supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The Agreement is not effective until signed by KONE's authorized representative or until KONE commences work under the Agreement. The Terms and Conditions set forth herein shall prevail over and supersede any terms and conditions contained in any documents provided by Purchaser. Notwithstanding anything to the contrary in this Agreement, if Purchaser causes or permits KONE to commence performance of services, Purchaser accepts the terms and conditions of this Agreement. The Agreement may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of the Agreement. In the event any part of the Agreement is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by the

Agreement does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of the Agreement that by their sense and context are intended to survive expiration or termination of the Agreement will so survive, including without limitation the making of all payments hereunder.

PRICE

\$4,654.13 per month payable by Purchaser Annually in advance. If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

Annual Cost:

	Monthly amount	Yearly amount
• Year 1:	\$4,654.13	\$55,849.56
• Year 2:	\$4,848.29	\$55,179.48
• Year 3:	\$5,042.22	\$60,506.64

OXNARD SCHOOL DISTRICT

(Signature of Authorized Representative)

Lisa A. Franz

(Print Name)

Director, Purchasing

Title

Date

Respectfully submitted,

~~Kevin Castro~~

KONE Inc.

(Approved by) Authorized Representative

Title

Date

KONE Care Value Added Services

These services are offered to improve the quality and transparency of the KONE service delivery experience.

TESTING

In addition to the work described in the Services section above, the following additional services have been negotiated and are included at the determined frequency as listed. KONE is not liable for any property damage or personal injury, including death, resulting from test.

- Annual Testing as required by the state or local governing authority
- 5-year Testing as required by the state or local governing authority

24/7 CONNECTED SERVICES

KONE's 24/7 Connected Services uses proprietary advanced remote monitoring and analysis technologies to bring intelligent services to elevators and escalators. 24/7 Connected Services provides continuous updates on the status and condition of the equipment, allowing KONE to perform services tailored to each equipment's needs. 24/7 Connected Services is a family of different services that may be ordered separately.

As consideration and in order for KONE to be able to provide the 24/7 Connected Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below are included with this service agreement. This Service fee will be charged on the maintenance invoice at the same interval as the invoicing for maintenance under the Agreement. Installation and/or set-up fees will be provided in a separate proposal when applicable. The interest on any late payments shall be as detailed in the Agreement.
2. KONE will commence billing the 24/7 Connected Services on the date shown in this rider/contract with an understanding that the 24/7 Connected Services may be active in advance of the date shown, or may not be active on the date shown, due to variability in the time required to procure material and complete the installation and provisioning of the devices.
3. KONE shall perform the selected Value-Added Services (each a "Service" and together the "Services") substantially as set forth and authorized below:

1

A. KONE Care - Emergency Phone Monitoring

KONE shall program the elevator phone(s) listed below to call the KONE Customer Care Center and will monitor the elevator phone(s).

Customer shall:

1. Provide names and phone numbers of at least two (2) of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one (1) police, fire or local 911 agency name and phone number.
2. Notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order listed below. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached.
3. If KONE does not provide Wireless Phone Provider Service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed.

B. KONE Care - Wireless Phone Provider Service

If Wireless Phone Provider Service is selected, then KONE provides the phone connection via a KONE provided wireless service device and the phone connection must be programmed to the KONE Customer Care Center. KONE Care - Emergency Phone Monitoring is required (see A. above for description of services). Customer is advised not to disconnect any land line service to the equipment until KONE has installed and provisioned a new wireless 4G device. Customer shall bear the responsibility to reactivate the analog phone line in the event KONE can no longer provide wireless service. Customer shall also provide KONE access to the appropriate location where the building telecommunications devices are located. Kone is not liable for any damages relating to lack of network coverage at the site of the equipment, due to tampering with the remote monitoring device, interoperability, service defects, service levels, delays, service errors, interruptions or any other reason outside of Kone's reasonable control. KONE reserves the right to remove the wireless hardware in the event KONE no longer provides the wireless service or maintains the equipment. This service is included at no additional cost

C. KONE Care 24/7 Connect - Performance Analytics

If KONE 24/7 Connected Services is selected, then KONE shall provide and install the necessary device(s) to perform KONE 24/7 Connected Services on the equipment below. Unless otherwise provided for in the Agreement, any callouts, repairs, or maintenance prompted by the KONE 24/7 Connected Services shall be performed during regular working hours of regular working days, Monday to Friday, statutory holidays excluded, of the International Union of Elevator Constructors (IUEC.) All response times generated by KONE 24/7 Connected Services shall be calculated starting at 8:00 a.m. local time the next business day. Repair and maintenance needs identified through the Services shall be performed based on the repair coverage agreed in the Agreement. Under no circumstances shall any indicators or predictions be cause for immediate services, but shall be determined and completed upon the next scheduled maintenance visit, or otherwise at the sole discretion of KONE.

4. The KONE Care 24/7 Connected Services are performed for the following equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect
Passenger #1	20275809	X	X	X
Passenger #2	20275810	X	X	X
Passenger #1	20321013	X	X	X
Passenger #1	42453647	X	X	X
Passenger #1	43007223	X	X	X
Wheelchair Lift	20328002	X	X	X
Passenger #1	20327999	X	X	X
Passenger #2	20328000	X	X	X
Passenger #1	20321012	X	X	X
Wheelchair Lift	20328001	X	X	X
Passenger #1	43787747	X	X	X
Passenger #1	44220015	X	X	X
Passenger #1	44393795	X	X	X
Passenger #1	44529579	X	X	X

5. Unless the remote monitoring device was a built-in component of a new KONE elevator, the remote monitoring devices are installed to the equipment by KONE solely in order to enable the Services. The remote monitoring devices are provided to the Customer as part of the Services. Purchaser gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and

operation of the equipment, regardless if Customer elects any of the Services. Purchaser will not use the 24/7 Connected Services device, except in connection with the use and operation of the equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form. Purchaser has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of KONE.

6. KONE 24/7 Connected Services is a family of remote monitoring Services. The parties may later agree to add new Services to the equipment.
7. The Services shall be performed for the duration of the Agreement. Should the Agreement expire or terminate, the Services will automatically terminate.
8. If any or all Services are terminated, unless the remote monitoring device was a built-in component of a new KONE elevator, the Customer shall upon request give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE's property at the facility or otherwise at KONE's expense. Such right shall survive the expiration or termination of the Agreement. Upon termination for any reason of either the Emergency Phone Monitoring or Wireless Phone Provider Service, no further phone services will be provided, the phone(s) must be immediately reprogrammed to dial to a location other than a KONE designated phone number and KONE will block the phone numbers from coming into the KONE Service Center. Upon termination for any reason of the Data Remote Monitoring, no further data will be collected. Upon any termination or expiration of the Agreement, no further Services will be provided, including phone services or data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form.
9. If the Customer uses its own SIM card or network connection for the data transfer required by the Services, KONE shall not be liable for the costs of such data transfer incurred due to the Services

CUSTOMER INFORMATION

Who is the agreement with?		
Legal Name of the Company: Oxnard School District		
Address: 1051 South A Street		
City: Oxnard	State: CA	Zip: 93030
Contact Name: Dana Miller	Title: Facilities Director	
Phone: 805-385-1514	Fax: 805-486-5848	
Is the Owner tax exempt? Yes (If Yes, provide the Tax Exemption Certificate.) No		
Federal tax ID #: 95-6002318		

Where should the invoice be sent?		
Legal Name of the Company: Oxnard School District		
Attention: Accounts Payable		
Address: 1051 South A Street		
City: Oxnard	State: CA	Zip: 93030
Contact Name: Mayte Duenez	Title: Accounting Manager/Internal Auditor	
Phone: 805-385-1501 x2453	Fax: 805-385-1510	
Federal tax ID #: 95-6002318	Email: accountspayable@oxnardsd.org	

Who will be responsible for paying the invoices?		
Legal Name of the Company: Same As Above		
Attention:		
Address:		
City:	State:	Zip:
Contact Name:	Title:	
Phone:	Fax:	
Federal tax ID #:	Email:	

Remote Monitoring Service Voice Link and Wireless Phone Service

First Point of Contact (Required)	
Name: Kenneth Noriega	Title: Maintenance Manager
Phone #: 805-385-1514 x2510	Cell Phone #: 805-760-1421
Second Point of Contact (Required)	
Name: Marcos Lopez	Title: Senior Manager, Maintenance & Operations
Phone #: 805-385-1514 x2502	Cell Phone #: 805-816-0740
Third Point of Contact (Optional)	
Name: Dana Miller	Title: Director of Facilities
Phone #: 805-385-1514 x2501	Cell Phone #: 805-816-0717
Local Emergency Authorities (Required)	

Kone Labor Rates

KONE				
BILLING RATE SCHEDULE				
Standard (Full) Billing Rates				
BILLING RATES	MECHANIC	HELPER	TEAM	FOREMAN
Straight Time	\$338.39	\$285.04	\$623.43	\$370.26
Overtime 1.5 Rate	\$500.60	\$416.19	\$916.79	\$551.72
Overtime 1.7 Rate	\$566.55	\$469.39	\$1,035.94	\$625.64
Overtime 2.0 Rate	\$648.29	\$534.83	\$1,183.12	\$717.54
Overtime Premium Portion Billing Rates				
BILLING RATES	MECHANIC	HELPER	TEAM	FOREMAN
Overtime Premium (1.5 Rate)	\$166.70	\$138.61	\$305.30	\$183.67
Overtime Premium (1.7 Rate)	\$233.44	\$193.39	\$426.84	\$257.78
Overtime Premium (2.0 Rate)	\$324.16	\$267.42	\$591.58	\$358.77
Billing rates for overtime portion of work otherwise covered under maintenance agreement. Total amount to be based upon KONE's formula for overtime premium portion billing.				

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 03, 2022

Agenda Section: Section C: Personnel Agreement

Ratification of Agreement #22-62 – California State University Channel Islands (Torres/Batista)

This agreement between Oxnard School District and California State University Channel Islands will provide practice teaching experience to students enrolled in various authorized credential programs for public school service. Students will actively participate in the duties and functions of classroom teaching under the direct supervision and instruction of District employees.

Term of Agreement: July 1, 2022 through June 30, 2025

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Human Resources, and the Director, Certificated Human Resources, that the Board of Trustees ratify Agreement #22-62 with California State University Channel Islands.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-62, California State University Channel Islands \(7 Pages\)](#)

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Credential Programs

THIS AGREEMENT entered into between the Trustees of the California State University on behalf of California State University Channel Islands, hereafter referred to as “UNIVERSITY,” and the **Oxnard School District**, hereinafter referred to as “AGENCY”.

The Term of this Agreement is **July 1, 2022 through June 30, 2025**, with the option for either party to renew or terminate the Agreement by providing written notice to the other party before June 30 of each year.

WHEREAS, AGENCY and UNIVERSITY desire to enter into an agreement for AGENCY to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the UNIVERSITY; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the Agency of an amount not to exceed the actual cost to the Agency of the services rendered; and

WHEREAS, the payment provided herein is intended to be transmitted promptly by the Agency to the supervising teacher as compensation for and recognition to services performed for the student teacher in the supervisory teacher’s charge.

NOW, THEREFORE, it is mutually agreed between the UNIVERSITY and AGENCY as follows:

AGENCY RESPONSIBILITIES

- 1) AGENCY shall provide to the UNIVERSITY students teaching experience through practice teaching in schools and classes of AGENCY. Such practice teaching shall be provided in such schools or classes of AGENCY and under the direct supervision and instruction of such employees of AGENCY, as AGENCY and the UNIVERSITY, through their duly authorized representative, may agree upon.
- 2) AGENCY may refuse to accept for practice teaching any student of the UNIVERSITY assigned to practice teaching in AGENCY, and upon request of AGENCY, the UNIVERSITY shall terminate the assignment of any student of the UNIVERSITY to practice teaching in the AGENCY.

“Practice teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Credential Programs

supervision and instruction of employees of AGENCY, in the schools or classrooms in which the practice teaching is provided.

- 3) Each semester the UNIVERSITY will provide the placement list. The AGENCY shall confirm the placement list, and then shall submit an invoice to the UNIVERSITY Accounts Payable Department for payment,, at the rate provided, for all units of practice teaching provided by the AGENCY under and in accordance with this agreement during said semester. It is the AGENCY responsibility to submit the invoice to the UNIVERSITY in the same fiscal year that the service was provided. The AGENCY shall attach to the invoice a certificate executed by a duly authorized representative of the AGENCY certifying that the AGENCY expended or became obligated to expend in providing such practice teaching an amount no less than the amount of the invoice. The UNIVERSITY will pay the amount of such invoice from funding made available for such purpose by or pursuant to the laws of the State.

UNIVERSITY RESPONSIBILITES

- 4) The UNIVERSITY will work with AGENCY to ensure the student follows and completes the California state's requirement for fingerprinting/background checks prior to student teaching. The UNIVERSITY will also obtain from student and keep on file a clear tuberculosis (TB) test for each semester.
- 5) An assignment of a student of the UNIVERSITY to practice teaching in classes of AGENCY shall be, at the discretion of the UNIVERSITY for a minimum of 16 weeks of student teaching, each semester, for two semesters of the school year (i.e., fall and spring) . UNIVERSITY students enrolled in (EDMS 586, EDSS 586, or SPED 586) classes during the fall semester will spend a minimum of three days per week at an assigned school at AGENCY. UNIVERSITY students enrolled in (EDMS 592, EDSS 592, or SPED 592) classes during the spring semester will spend a minimum of three days per week at an assigned school at AGENCY. Candidates must complete a minimum of 300 hours in each semester's placement.

5.1 Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided to the student by AGENCY.

- 6) At no time shall a student teacher be considered or become an employee of AGENCY. The practice teaching is for the benefit of the student, and students do not displace regular employees. The UNIVERSITY shall inform the students that they are not entitled to wages, employee benefits, or worker's compensation benefits for the time

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Credential Programs

spent at AGENCY in practice teaching. Further, Students are not employees of the UNIVERSITY.

UNIVERSITY AND AGENCY RESPONSIBILITIES

7) Indemnification

The parties hereto shall indemnify and hold each other harmless from any and all claims, losses, damages or injuries to person or property, and all costs, expenses and attorney's fees incurred in connection therewith, caused by the negligence or intentional acts of the indemnifying party, its agents or employees, arising out of performance of this Agreement.

8) Insurance

It is understood and agreed that the UNIVERSITY and AGENCY will maintain insurance (self-group) programs to fund its liabilities under or arising from the Agreement.

The UNIVERSITY agrees to procure and provide the SPLIP (Student Professional Liability Insurance Program) as a "claims made" policy with at least One Million Dollars (\$1,000,000) minimum limit for each occurrence and at least Three Million Dollars (\$3,000,000) aggregate for all covered parties, and not per student. The UNIVERSITY shall procure and maintain, during the term of this agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$5,000,000 aggregate. Coverage is provided for claims which are both: (1) first made against the Insured during the policy period; and (2) reported to the Carrier as soon as practical, but not later than three (3) years after the policy period. AGENCY will be considered an additional insured on the student's general liability policy. The UNIVERSITY agrees that AGENCY shall be an additional named insured under the SPLIP.

The AGENCY shall procure and maintain General Liability Insurance, comprehensive or commercial form, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate. Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.

Certificates of Insurance: Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Credential Programs

attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.

9) Covid-19

AGENCY is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19." AGENCY is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. AGENCY, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, AGENCY will take steps to comply with the modified, changed or updated guidelines or directives. If at any time AGENCY becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify UNIVERSITY of that fact.

10) Compliance with Laws: Harassment Policy

The UNIVERSITY acknowledge and agree that student will comply with all applicable laws and regulations. The UNIVERSITY acknowledges receipt of AGENCY's policy against harassment, including but not limited to sexual harassment, and agrees that student and UNIVERSITY will abide by said policy at all times.

10.1 Before assigning student to AGENCY, the UNIVERSITY will instruct such student on applicable UNIVERSITY and federal laws relating to unlawful discrimination (including harassment).

10.2 The UNIVERSITY will also instruct student on state and federal laws related to the Family Educational Rights and Privacy Act (FERPA).

11) CSU POLICIES, RULES AND REGULATIONS-DISCRIMINATION AND HARRASMENT

As established under California State UNIVERSITY Executive Orders 1096 and 1097, it is CSU policy to provide equal opportunity for all persons regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, and military and veteran status in its programs and activities. UNIVERSITY provides equal accommodations, advantages, facilities, privileges and

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Credential Programs

services for all members of the campus community, as well as third parties, in its programs and activities.

AGENCY agrees to abide by all CSU policies to the extent such policies apply to UNIVERSITY students, staff, faculty and guests, including CSU policies prohibiting discrimination, harassment, and retaliation of all students, employees and third parties in CSU educational programs and activities. CSU Executive Orders 1096 and 1097 are accessible here:

CSU Executive Order 1096 “Systemwide *Policy* Prohibiting Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking against Employees and Third Parties and Systemwide *Procedure* for Addressing Such Complaints by Employees and Third Parties”

<http://www.calstate.edu/eo/EO-1096-rev-6-23-15.html>

CSU Executive Order 1097 “Systemwide *Policy* Prohibiting Discrimination, Harassment and Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking against Students and Systemwide *Procedure* for Addressing Such Complaints by Students”

<http://www.calstate.edu/eo/EO-1097-rev-6-23-15.html>

UNIVERSITY shall respond promptly and effectively to all reports of discrimination, harassment, and retaliation, and will take appropriate action to prevent, correct, cease, and when necessary, discipline behavior that violates this policy. Reports of possible discrimination, harassment or retaliation by AGENCY will result in the immediate termination of this agreement and immediate departure of the STUDENT from the AGENCY premises, regardless of the status of the UNIVERSITY’s investigation.

12) This Agreement may not be modified unless UNIVERSITY AND AGENCY agree in writing.

13) UNIVERSITY AND AGENCY agree to the extent not inconsistent with applicable federal law, this agreement shall be construed in accordance with and governed by the laws of the State of California.

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Credential Programs

- 14) Any Notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

UNIVERSITY:	AGENCY:
Dr. Elizabeth Orozco Reilly	Dr. Marlene Batista
Dean, School of Education	Director, Certificated Human Resources
(805)437.2073	(805) 385-1501 x2056
Elizabeth.reilly@csuci.edu	mbatista@oxnardsd.org

IN WITNESS WHEREOF, this Agreement has been fully executed by the UNIVERSITY and AGENCY as of the date provided above.

For Trustees of California State University at Channel Islands

Signature and Date

Name

Title

For Agency

Signature and Date

Lisa A. Franz

Name

Director, Purchasing

Title

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Credential Programs

CERTIFICATION

I, _____ the duly appointed and acting Clerk or Secretary of the governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on

_____ Date

“It was moved, seconded, and carried that the attached agreement with the Trustees of The California State University, whereby the University may assign students to AGENCY for practice teaching, be approved; and the

_____ is hereby authorized to execute the same.”

By: _____
Clerk, Secretary of the Governing Board
Of The School District

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 03, 2022

Agenda Section: Section C: Personnel Agreement

Ratification of Agreement #22-63 – California State University Channel Islands (Torres/Batista)

This agreement between Oxnard School District and California State University Channel Islands will provide practice teaching experience to students enrolled in the Early Childhood Studies program of CSUCI. Students will actively participate in the duties and functions of classroom teaching under the direct supervision and instruction of District employees.

Term of Agreement: July 1, 2022 through June 30, 2025

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Human Resources, and the Director, Certificated Human Resources, that the Board of Trustees ratify Agreement #22-63 with California State University Channel Islands.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-63, California State University Channel Islands \(6 Pages\)](#)

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Early Childhood Studies

THIS AGREEMENT entered into between the Trustees of the California State University on behalf of California State University Channel Islands, hereafter referred to as "UNIVERSITY," and the **Oxnard School District**, hereinafter referred to as "AGENCY".

The Term of this Agreement is **July 1, 2022 through June 30, 2025**, with the option for either party to renew or terminate the Agreement by providing written notice to the other party before June 30 of each year.

WHEREAS, AGENCY and UNIVERSITY desire to enter into an agreement for AGENCY to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the UNIVERSITY; and

NOW, THEREFORE, it is mutually agreed between the UNIVERSITY and AGENCY as follows:

AGENCY RESPONSIBILITIES

- 1) AGENCY shall provide to the UNIVERSITY students teaching experience through practice teaching in schools and classes of AGENCY. Such practice teaching shall be provided in such schools or classes of AGENCY and under the direct supervision and instruction of such employees of AGENCY, as AGENCY and the UNIVERSITY, through their duly authorized representative, may agree upon.
- 2) AGENCY may refuse to accept for practice teaching any student of the UNIVERSITY assigned to practice teaching in AGENCY, and upon request of AGENCY, the UNIVERSITY shall terminate the assignment of any student of the UNIVERSITY to practice teaching in the AGENCY.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of AGENCY, in the schools or classrooms in which the practice teaching is provided.

UNIVERSITY RESPONSIBILITIES

- 3) The UNIVERSITY School of Education will work with AGENCY to ensure the student follows and completes the California state's requirement for fingerprinting/background checks prior to student teaching. The UNIVERSITY will also obtain from student and keep on file a clear tuberculosis (TB) test for each semester.

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Early Childhood Studies

4) An assignment of a student of the UNIVERSITY to practice teaching in classes of AGENCY shall be, at the discretion of the UNIVERSITY for approximately 16 weeks of student teaching or for approximately 28 days for full time student teaching courses (ECS 461 & ECS 471). Students enrolled in other ECS Student Observing classes, not considered full time student teaching, will have varying time assignments. A student may be given more than one assignment by the UNIVERSITY to practice teaching in schools or classes.

5.1 Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided to the student by AGENCY.

5) At no time shall a student teacher be considered or become an employee of AGENCY. The practice teaching is for the benefit of the student, and students do not displace regular employees. The UNIVERSITY shall inform the students that they are not entitled to wages, employee benefits, or workers compensation for the time spent at AGENCY in practice teaching. Further, Students are not employees of the UNIVERSITY.

UNIVERSITY AND AGENCY RESPONSIBILITIES

6) Indemnification

The parties hereto shall indemnify and hold each other harmless from any and all claims, losses, damages or injuries to person or property, and all costs, expenses and attorney's fees incurred in connection therewith, caused by the negligence or intentional acts of the indemnifying party, its agents or employees, arising out of performance of this Agreement.

7) Insurance

It is understood and agreed that the UNIVERSITY and AGENCY will maintain insurance (self-group) programs to fund its liabilities under or arising from the Agreement.

The UNIVERSITY agrees to procure and provide the SPLIP (Student Professional Liability Insurance Program) as a "claims made" policy with at least One Million Dollars (\$1,000,000) minimum limit for each occurrence and at least Three Million Dollars (\$3,000,000) aggregate for all covered parties, and not per student. The UNIVERSITY shall procure and maintain, during the term of this agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$5,000,000 aggregate. Coverage is provided for claims which are both: (1) first made against the Insured during the policy period: and (2)

CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS
Student Teaching Agreement-Early Childhood Studies

reported to the Carrier as soon as practical, but not later than three (3) years after the policy period. AGENCY will be considered an additional insured on the student's general liability policy. The UNIVERSITY agrees that AGENCY shall be an additional named insured under the SPLIP.

The AGENCY shall procure and maintain General Liability Insurance, comprehensive or commercial form, with \$1,000,000 minimum limit for each occurrence and a minimum limit of \$2,000,000 General Aggregate. Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.

Certificates of Insurance: Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.

8) Covid-19

AGENCY is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19." AGENCY is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. AGENCY, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, AGENCY will take steps to comply with the modified, changed or updated guidelines or directives. If at any time AGENCY becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify UNIVERSITY of that fact.

9) Compliance with Laws: Harassment Policy

The UNIVERSITY acknowledge and agree that student will comply with all applicable laws and regulations. The UNIVERSITY acknowledges receipt of AGENCY's policy against harassment, including but not limited to sexual harassment, and agrees that student and UNIVERSITY will abide by said policy at all times.

9.1 Before assigning student to AGENCY, the UNIVERSITY will
instruct such student on applicable UNIVERSITY and federal

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laws relating to unlawful discrimination (including harassment).

9.2 The UNIVERSITY will also instruct student on state and federal laws related to the Family Educational Rights and Privacy Act (FERPA).

10) CSU POLICIES, RULES AND REGULATIONS-DISCRIMINATION AND HARRASMENT

As established under California State UNIVERSITY Executive Orders 1096 and 1097, it is CSU policy to provide equal opportunity for all persons regardless of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, and military and veteran status in its programs and activities. UNIVERSITY provides equal accommodations, advantages, facilities, privileges and services for all members of the campus community, as well as third parties, in its programs and activities.

AGENCY agrees to abide by all CSU policies to the extent such policies apply to UNIVERSITY students, staff, faculty and guests, including CSU policies prohibiting discrimination, harassment, and retaliation of all students, employees and third parties in CSU educational programs and activities. CSU Executive Orders 1096 and 1097 are accessible here:

CSU Executive Order 1096 “Systemwide *Policy* Prohibiting Discrimination, Harassment, Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking against Employees and Third Parties and Systemwide *Procedure* for Addressing Such Complaints by Employees and Third Parties”

<http://www.calstate.edu/eo/EO-1096-rev-6-23-15.html>

CSU Executive Order 1097 “Systemwide *Policy* Prohibiting Discrimination, Harassment and Retaliation, Sexual Misconduct, Dating and Domestic Violence, and Stalking against Students and Systemwide *Procedure* for Addressing Such Complaints by Students”

<http://www.calstate.edu/eo/EO-1097-rev-6-23-15.html>

UNIVERSITY shall respond promptly and effectively to all reports of discrimination, harassment, and retaliation, and will take appropriate action to prevent, correct, cease, and when necessary, discipline behavior that violates this policy. Reports of possible discrimination, harassment or retaliation by AGENCY will result in the immediate

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termination of this agreement and immediate departure of the STUDENT from the AGENCY premises, regardless of the status of the UNIVERSITY’s investigation.

- 11) This Agreement may not be modified unless UNIVERSITY AND AGENCY agree in writing.
- 12) UNIVERSITY AND AGENCY agree to the extent not inconsistent with applicable federal law, this agreement shall be construed in accordance with and governed by the laws of the State of California.
- 13) Any Notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

UNIVERSITY:	AGENCY:
Dr. Elizabeth Orozco Reilly	Dr. Marlene Batista
Dean, School of Education	Director, Certificated Human Resources
(805)437.2073	(805) 385-1501 x2056
Elizabeth.reilly@csuci.edu	mbatista@oxnardsd.org

IN WITNESS WHEREOF, this Agreement has been fully executed by the UNIVERSITY and AGENCY as of the date provided above.

For Trustees of California State University at Channel Islands
_____ Signature and Date
_____ Name
_____ Title

For Agency
_____ Signature and Date
<u>Lisa A. Franz</u> Name
<u>Director, Purchasing</u> Title

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Student Teaching Agreement-Early Childhood Studies

CERTIFICATION

I _____ the duly appointed and acting Clerk or Secretary of the governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on

Date

“It was moved, seconded, and carried that the attached agreement with the Trustees of The California State University, whereby the University may assign students to AGENCY for practice teaching, be approved; and the

_____ is hereby authorized to execute the same.

By: _____
Clerk, Secretary of the Governing Board
Of The School District

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Academic Agreement

Ratification of Agreement/MOU #22-66 – Catalyst Family (DeGenna/Valdes)

This agreement establishes the terms for the use of preschool classrooms between the Oxnard School District and Catalyst Family (formerly Continuing Development Inc.) to operate a Preschool Program at the Harrington Early Childhood Development Center during fiscal year 2022-2023.

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

FISCAL IMPACT:

\$40,752.00 paid to Oxnard School District by Catalyst Family

RECOMMENDATION:

It is the recommendation of the Director of Early Childhood Education Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #22-66 with Catalyst Family.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-66, Catalyst Family \(12 Pages\)](#)

OSD AGREEMENT #22-66

**MEMORANDUM OF UNDERSTANDING REGARDING
FACILITIES USE BY AND BETWEEN CATALYST FAMILY AND THE
OXNARD SCHOOL DISTRICT
HARRINGTON SCHOOL**

This Memorandum of Understanding Regarding Facilities Use (“MOU”) is made between Catalyst Family (formally Continuing Development, Inc.) (“Catalyst” or “Lessee”) and the Oxnard School District (“District” or “Lessor”). Catalyst and the District shall sometimes be referred to herein as the “Parties” or individually a “Party”.

WHEREAS, Lessee and Lessor wish to enter into a Site Lease of Real Property (the “Site Lease”) pursuant to which Lessee will occupy one classroom (the “Space” or the “Facility”) on the premises of the District’s Harrington School at 451 South Olive Street, Oxnard, California (the “Harrington Site”);

WHEREAS, Lessor believes that it is in the best interest of Lessor, Lessee, the students and teachers of the District, the parents of the students of the District, and the public to allow Lessee to utilize the Facility pursuant to the terms of this MOU; and

WHEREAS, the parties do not intend this MOU to constitute a lease of real property pursuant to Education Code section 17455, *et seq.*

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

Article 1. Term

1.1 The term of this MOU shall commence on July 1, 2022 and end on June 30, 2023 (the “Term”) subject only to termination in accordance with this MOU. The Term may be extended for additional one-year periods subject to the following conditions:

(a) Lessee shall notify Lessor by February 15th of each year requesting extension of the MOU for another year one-year term (hereinafter July 1 through June 30). The Parties shall negotiate in good faith mutually agreeable terms and conditions for such extension. If, prior to the expiration of the Term or any extension thereof, Lessee notifies Lessor that it wishes to extend the term, Lessor may, in its sole discretion, offer Lessee alternative and essentially equivalent premises at another school site within the District, provided that Lessor gives Lessee not less than ninety days prior written notice of its election to do so.

(b) Lessor may deny any and all extensions beyond the Term if there is an uncured breach of this MOU or if Lessor, in its sole discretion, requires the use of the Facility. Lessor shall notify Lessee of its denial by February 28th of any year requesting extension.

Article 2. Use of the Space

2.1 ALLOCATION OF SPACE.

Lessor hereby allocates to Lessee, for the term of this MOU, use of the Space in the manner and for the purpose specifically set forth herein.

(a) Shared Space – Shared Use. The Space will be shared by both Lessee and Lessor. Lessee will occupy three rooms for the sole purpose of operating a preschool program (the “Program”) and share the use of the playground and storage areas adjacent to the classroom. The Program will operate congruent to Lessor’s school calendar. Lessee will provide the Lessor, no later than April 30th of each year, a copy of the program instructional and staffing calendar for the future fiscal year. Program staff shall use the restrooms in the Administration and Preschool Buildings, shared with others. Lessee and all Program staff shall comply with all rules, regulations, ordinances and requirements of the District and Harrington School. Lessee understands and agrees that it will cooperate with other persons using the premises at Harrington School and will reach amicable arrangements concerning such use.

(b) Lessee acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, Lessee has not relied on any representation, statement, or warranty of Lessor or anyone acting for or on behalf of Lessor; (ii) Lessee is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an “AS IS” basis; and (iii) Lessor makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space, including, but not limited to, any warranty of its suitability, condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

2.2 SPACE IMPROVEMENTS.

Lessee may not perform any work, alterations or improvements on any portion of the Space without the prior written consent of Lessor.

2.3 REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents and warrants to Lessor that:

(a) Lessee is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this MOU. Lessee will maintain good standing and full power and authority at all times during the term of this MOU.

(b) Lessee has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU have been duly authorized by all necessary actions on the part of Lessee and do not require any further approvals or consents.

(c) There is no pending or, to the best knowledge of Lessee, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Lessee to perform its obligations under this MOU.

Article 3. Permitted Uses

3.1 ALLOWABLE PURPOSES.

Lessee shall be entitled to use the Facility solely for the purposes of operating the Program.

3.2 NUISANCE, MISCELLANEOUS.

Lessee shall not do or permit anything to be done, without the prior written consent of Lessor, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall Lessee sell or permit to be kept, used, or sold in or about the Space any articles which may be prohibited by a standard form policy of fire insurance. Lessee shall not do or permit anything to be done in or about the Space that will in any way obstruct or interfere with the rights of other occupants of the Space. Lessee shall not use or allow the Facility to be used for any improper or objectionable purpose, nor shall Lessee cause, maintain, or permit any nuisance in, on, or about the Space. Lessee shall not commit or suffer to be committed any waste in or upon the Space. Lessee shall be responsible for the repair or replacement of any property of Lessor that may be lost, damaged, or stolen.

3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.

(a) Lessee shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. Lessee shall not be responsible for any and all legal compliance or environmental conditions that existed prior to Lessee's occupancy of the Space. Lessee shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by Lessee. Nothing in this section is intended to obligate Lessee to be responsible for or require Lessee to regulate the actions of any third parties not under the control of Lessee.

(b) Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this MOU. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

(c) In the performance of this MOU, Lessee shall comply with all applicable provision of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, the State of California and Lessor and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

3.4 FINGERPRINTING.

Lessee shall ensure that any persons admitted by Lessee to the Space, who are likely to have contact with pupils, will be cleared by a background check pursuant to Section 45125.1 of the California Education Code, at Lessee's expense.

3.5 VACATING.

(a) Upon the termination of this MOU, Lessee shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed at the commencement of this MOU.

(b) Upon the termination of this MOU, Lessee shall remove from the Space any furniture, equipment or other personal property that it placed in or on the Space at its sole expense. If any property not belonging to Lessor is left behind after Lessee vacates the Space, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee.

Article 4. Fees

4.1 During the term of this MOU, Lessee will pay to Lessor a monthly rental fee in the amount of \$3,396.00, calculated on 1,132 square feet at \$3.00 per square foot. Square feet calculation includes classroom and kitchen area, it does not include shared spaces (storage, playground, etc.). The rental fee shall be due on the first of each month. Both parties agree to adjust the rental fee annually based on the Consumer Price Index (CPI). Rental fees are inclusive of utilities and site maintenance.

Article 5. Compliance with Laws

5.1 Lessee shall not cause to occur, and shall take reasonable measures to prevent, any activity on the Facility that might threaten the exterior or structural elements of Lessor's property.

5.2 Lessee shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations, and/or laws, including, but not limited to, the Field Act, the Americans with Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

Article 6. Maintenance and Other Expenses

6.1 FURNISHINGS AND EQUIPMENT.

Lessee shall be responsible for providing any personal property, including equipment, appliances and furnishings required for the operation of the Space and/or the Program. Facilities and furnishings and equipment provided to Lessee by Lessor, if any, shall remain the property of Lessor.

6.2 SITE MAINTENANCE

Lessor shall provide custodial and facility maintenance services 5 days a week while program is operational.

Facility maintenance will include all plumbing, electrical, HVAC, and building structure repairs. Lessor will maintain all fire prevention systems in accordance with local and state laws.

Custodial (Lessor) services will meet cleanliness requirements of Community Care Licensing (CCL). If Lessor janitorial does not meet CCL standards, subjecting Lessee to a citation and/or fine, Lessee will reserve the right to have the violation corrected immediately by an outside vendor at Lessee's discretion and cost.

Lessee shall maintain the Space in good condition suitable for the Program.

6.3 REQUIRED NOTICE – EMERGENCY.

Lessee shall immediately inform Lessor or its designees of any health and/or safety emergency that may affect the safety of the Space, other schools within the District or any of the District's students, volunteers, employees or teachers. Lessee shall cooperate with, and participate in, any lockdowns or exigent security procedures required by Lessor.

Article 7. Indemnification

7.1 Lessee's Indemnity Obligation. To the fullest extent permitted by California law, Lessee shall at its sole expense indemnify, protect, defend and hold harmless Lessor, its officers, agents, employee, agents, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessee or by any of its officers, agents, employees, elected board members, and volunteers, or by any individual, entity for which Lessee is legally liable, including but not limited to officers, agents, employees or subcontractors of Lessee. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence

or willful misconduct of Lessor, its employees, officers and directors, or caused, or claims caused by dangerous conditions of lessor's real property which arose out of acts or failure to act by Lessor. Except as specifically provided in this Agreement, in no event shall Lessee or its providers be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. Failure of Lessor to monitor compliance with these requirements imposes no additional obligations on Lessor and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessor and its members as set forth herein is binding on the successors and assigns of Lessee and shall survive the termination of this Agreement.

_____ (Initials)

Lessor's Indemnity Obligation. To the fullest extent permitted by California law, Lessor shall at its sole expense indemnify, protect, defend and hold harmless Lessee and its providers, and its officers, directors, employees, agents and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessor or by any officers, agents, employees, elected board members, and volunteers, or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on Lessor real property while Services under this Agreement are being rendered at any school site. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lessee, its providers, its officials, employees, subcontractors, agents, or volunteers. Except as specifically provided in this Agreement, in no event shall Lessor be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement, Failure of Lessee to monitor compliance with these requirements imposes no additional obligations on Lessee and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessee, its providers, employees, and agents as set forth here is binding on the successors and assigns of Lessor and shall survive the termination of this Agreement.

_____ (Initials)

Article 8. Insurance

8.1 REQUIRED LESSEE INSURANCE.

Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this MOU, the following insurance:

(a) Commercial General Liability “occurrence” coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate, products/completed operations, and \$100,000 fire legal liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.

(b) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which required symbol 1 coverage), non-owned and hired automobiles.

(c) Workers’ Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer’s Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of the District.

(d) Professional Liability coverage in the minimum amount of \$1,000,000 for each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for two years after the end of this MOU, including any extensions.

(e) Abuse and Molestation coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

8.2 INSURANCE REQUIREMENTS

(a) All the insurance companies providing coverage under this MOU must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by the State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

(b) Lessor is to be named as an additional insured as respects work performed by or on behalf of Lessee under the terms of this MOU on all insurance required by this MOU (other than professional liability coverage and workers’ compensation coverage).

(c) All insurance required under this MOU shall be primary coverage as respects Lessor, and any insurance or self-insurance maintained by Lessor shall be in excess of Lessee’s insurance coverage and shall not contribute to Lessee’s coverage. Lessor is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Lessee to meet the requirements.

(d) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to Lessor.

8.3 COPIES.

Lessee shall provide to Lessor a copy of all Certificates of Insurance and additional insured endorsements, and 30 days Notice of Cancellation Clause endorsements belonging to Lessee and that apply to Lessee and its use of the Facility.

Article 9. Access by Lessor

9.1 Lessor or its agent(s) shall have the right to enter and/or pass through the Space or any part thereof at any time for any purpose including, without limitation, (a) for the purpose of making repairs in or to the Facility; (b) as required by law or emergency; and (c) to examine the Space. Lessor shall maintain a set of keys to the Space.

Article 10. Miscellaneous

10.1 ENTIRE AGREEMENT.

This MOU reflects the sole and entire agreement between the Parties. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

10.2 MODIFICATION.

This MOU may only be changed, amended or modified by written agreement of the Parties expressing an intent to change, amend and/or modify this MOU.

10.3 GOVERNING LAW & VENUE.

This MOU shall be governed by and construed according to the laws of the State of California. Any action, suit or proceeding by or between Lessee and Lessor shall be brought in the Superior Courts of the State of California, Ventura County.

10.4 FORCE MAJEURE

Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this section will be extended for a period equal to the duration of the cause.

10.5 SEVERABILITY

If any term, covenant, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

10.6 COUNTERPARTS

This MOU may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and same MOU.

10.7 SUCCESSORS AND ASSIGNS

This MOU shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

10.8 ATTORNEYS' FEES

In the event that suit is brought for recovery of the Space or for any sum due hereunder, or because of any act which may arise out of the possession of the Space, by either Party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and fees for consultants and experts.

10.9 NOTICES.

All notices required to be given hereunder shall be in writing and served by government or commercial mail service or by facsimile. Either Party may provide updated contact information under this Section by mailing a copy of said change of address/contact information to the addresses noted below.

Notice to Lessor shall be addressed to:

Oxnard School District

Business & Fiscal Services

1051 S. "A" Street

Oxnard, CA 93030

Attn: Valerie Mitchell, Interim Assistant Superintendent, Business & Fiscal Services

Official Notice shall be given to Lessee at the following address:

Catalyst Family

350 Woodview Avenue, Suite 100

Morgan Hill, CA 95037

Mailing address (for contract signature):

4540 Duckhorn Drive, Suite 202

Sacramento, CA 95834

Attn: Susan Dumars, President

Article 11. Assignment and Subletting

11.1 Lessee shall not assign its rights or delegate its duties under this MOU. Lessee shall not sublet or permit the subletting of the Space, or any part thereof, without the prior

written consent from Lessor. In addition, Lessee shall not allow any other person and/or entity to use the Space without the prior written consent from Lessor.

Article 12. Dispute Resolution

12.1 Disputes between Lessee and Lessor regarding this MOU shall be resolved using the dispute resolution process described herein.

12.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the Party; (2) a statement of the facts of the dispute, including information regarding the attempts to resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the Party. Within five business days from receipt of the notice of dispute, Lessee's representatives shall meet with Lessor's representatives in an informal setting to try to resolve the dispute.

12.3 If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing and the Parties shall agree on a mediator within seven business days. The nonbinding mediation procedure shall be entirely informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by Lessee and Lessor. The Parties shall share equally the cost of the mediation.

12.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process.

Article 13. Default

13.1 DEFAULT BY LESSEE.

The occurrence of any of the following shall constitute a material default and breach of this MOU by Lessee:

(a) Any failure by Lessee to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.

(b) Any failure by Lessee to utilize the Space for purposes consistent with this MOU where such failure continues for thirty (30) days after receipt of written notice thereof.

(c) The complete abandonment or vacation of the Space by Lessee for more than 90 days.

(d) A failure by Lessee to observe and perform any of its obligations under this MOU or comply with any applicable law, rule, regulation, ordinances, or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof, unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. Lessee shall not be deemed to be in default if Lessee shall within such thirty (30) day period commence such cure and thereafter diligently prosecutes the same to completion.

(e) At any time prior to the expiration or termination of this MOU, Lessee is unable to pay its debts in the ordinary course of business as they come due.

(f) An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against Lessee, and the same is not discharged within ninety (90) days of commencement.

(g) If Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to Lessor in connection with the Space and/or the Program.

13.2 WAIVER.

The waiver by Lessor of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

Article 14. Remedies for Default and Termination for Cause

14.1 LESSOR REMEDIES.

If Lessee commits any such material default and/or breach as defined in Article 13, then Lessor may, at any time thereafter without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default and/or breach:

(a) Maintain this MOU in full force and effect without terminating Lessee's right to possession irrespective of whether Lessee shall have abandoned the Space. In such case, Lessor may perform all acts it deems necessary to maintain or preserve the Space, including removal of all persons and property from the Space. If Lessee has abandoned the Space and any property not belonging to Lessor has been left behind, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee. Lessor may also allow others to use the Space, in which case the MOU shall terminate.

(b) Terminate Lessee's right to possession by any lawful means, in which case this MOU shall terminate and Lessee shall immediately surrender possession of the Space to Lessor. In such event Lessor shall be entitled to recover from Lessee any unpaid invoices for

all costs and expenses incurred by Lessor in connection with the termination of Lessee's possession, including, without limitation, any and all consultant and attorney costs and fees.

Article 15. Termination for Convenience

15.1 TERMINATION BY LESSEE FOR CONVENIENCE.

Lessee may terminate this MOU for its convenience, by providing 60-days written notice of termination to Lessor.

15.2 TERMINATION BY LESSOR FOR CONVENIENCE.

Lessor may terminate this MOU for its convenience by providing 60 days written notice to Lessee.

CONTINUING DEVELOPMENT, INC.

By: _____

Name: Susan Dumars

Title: President

Date: _____

OXNARD SCHOOL DISTRICT

By: _____

Name: Lisa A. Franz

Title: Director, Purchasing

Date: _____

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #22-70 – Ventura County Office of Education (DeGenna/Jefferson)

Ventura County Office of Education will provide Transportation Services for Special Education students as needed during the 2022-2023 school year.

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

FISCAL IMPACT:

Not to exceed \$350,000.00 – Special Education Funds

RECOMMENDATION:

It is recommended by the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-70 with Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-70, Ventura County Office of Education \(2 Pages\)](#)

TRANSPORTATION SERVICES AGREEMENT
For Named Covered Parties
Of VCSSFA

This Services Agreement (the "Agreement") is made and entered into this 2022/23 by and between VCOE (hereinafter referred to as "Provider Local Educational Agency or Provider LEA") and Oxnard School District, (hereinafter referred to as "Recipient Local Educational Agency" or "Recipient LEA.")

Ventura County Office of Education
Provider LEA
5189 Verdugo Way
Street Address
Camarillo, CA 93012
City, State, Zip code
(805) 383-1942
Telephone Number
lcline@vcoe.org
Contact E-mail Address

Oxnard School District
Recipient LEA
1051 South A Street
Street Address
Oxnard, CA 93030
City, State, Zip code
Telephone Number
Contact E-mail Address

SERVICES

Contracted Special Education Transportation of an estimated (35) students
Description of Services (including count of students to be transported)

2022/23 School Year various
Date(s) of Service Hour(s) of Service Location various

FEES

Estimated cost for services per student \$ 9,142.86
Total to be calculated at year-end per actual costs and allocated across all participating LEAs \$ TBD

PAYMENT. Recipient LEA will pay Provider LEA after receipt of an invoice, net 30 days.

CONDITIONS. Provider LEA will have no obligation to provide services until Recipient LEA returns a signed copy of this Agreement.

NATURE OF RELATIONSHIP. The parties agree the relationship created by this Agreement is that of independent contractor. The parties understand and agree that the Provider LEA, agents, employees, or subcontractors of Provider LEA are not entitled to any benefits normally offered or conveyed to LEA employees. The parties understand and agree that the Recipient LEA, agents, employees, or subcontractors of Recipient LEA are not entitled to any benefits normally offered or conveyed to Provider LEA employees.

AUTHORITY. Provider LEA represents and warrants that Provider LEA has all requisite authority, power, and means to execute, deliver, and perform this Agreement.

BINDING EFFECT. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

TERMINATION OR AMENDMENT. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement and may be terminated by either party for any reason by giving the other party one year and one day written notice to be effective for the following school year, in order for services to be adjusted appropriately for students, transportation vendor contracts and or employee(s) commitments.

DISPUTE RESOLUTION. The parties agree that, in the event of any dispute under this agreement, the parties will follow the "Alternate Dispute Resolution Process" which is incorporated within each of the Ventura County Schools Self-Funding Authority (VCSSFA) Coverage Documents that are in affect at the time of the dispute.

INDEMNIFICATION. Provider LEA and Recipient LEA each participate in the VCSSFA, and therefore collectively indemnify and defend the other for general liability coverage under the VCSSFA self-insurance program.

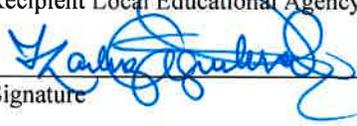
INSURANCE. Provider LEA and Recipient LEA each participate in the VCSSFA, and therefore collectively self-insure for workers' compensation, general liability, property, and automobile physical damage coverage under the VCSSFA self-insurance programs.

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

Oxnard School District
Recipient Local Educational Agency

Ventura County Office of Education
Provider Local Educational Agency

By:


Signature

Signature

Karling Aguilera-Fort, Ed.D.
Name

Lisa Cline
Name

Superintendent
Title

Executive Director, Internal Business
Title

1051 South A Street
Street

5189 Verdugo Way
Street

Oxnard, CA 93030
City, State, Zip Code

Camarillo, CA 93012
City, State, Zip Code

kaguilerafort@oxnardsd.org
E-mail Address

lccline@vcoe.org
E-mail Address

(805) 385-1501 ext. 2034
Telephone

(805) 383-1942
Telephone

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: August 03, 2022

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #22-71 – DISA Global Solutions Inc. dba/Advanced Workplace Strategies Inc. (Mitchell/Galvan)

DISA Global Solutions Inc. dba/Advanced Workplace Strategies Inc. will implement and administer a comprehensive Anti-Drug and Alcohol Program for Non-DOT* District employees as follows:

- Provide a generic Drug and Alcohol Plan and Policy
- Provide basic drug testing for: Pre-Employment, Reasonable Suspicion, Random, Post-Accident, Return to Duty, Follow Up, Owner Mandated
- Provide Alcohol testing by breath analysis for: Pre-Employment, Reasonable Suspicion, Random, Post-Accident, Return to Duty, Follow Up, Owner Mandated

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

*(*Non-DOT – Driver is not federally mandated to be tested)*

FISCAL IMPACT:

Not to exceed \$3,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director of Transportation, and the Interim Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #22-71 with DISA Global Solutions Inc. dba/Advanced Workplace Strategies Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-71, DISA Global Solutions Inc. dba/Advanced Workplace Strategies Inc. \(6 Pages\)](#)

Master Services Agreement

This Master Services Agreement (including Addendum A – General Terms and Conditions and any other Addenda checked below, this “Agreement”) is entered into between **DISA GLOBAL SOLUTIONS, INC.** (“DISA”), a Delaware corporation, located at 12600 Northborough Dr., Suite 300, Houston, Texas 77067, and

Company: Oxnard School District		Tax ID#: 95-6002318	ISN ID#:
Located at: 516 W. Wooley Road			
City: Oxnard	State: CA		Zip: 93030
Phone: 805-385-1519		Fax: 805-486-2494	
Contact: Rita Galvan		Email: rgalvan@oxnardsd.org	

(hereafter known as “Company”).

DISA agrees to provide services to Company, under the general terms and conditions expressed in Addendum A, which is incorporated herein and made a part hereof. Company may select additional services by checking the box(es) below. DISA agrees to provide these additional services, pursuant to the terms and conditions of this Agreement. These services are expressly outlined on the attached addendum or addenda relating to such services. Any addendum checked below is incorporated into this Agreement as if written herein, and in the event of a conflict between the terms of Addendum A and any of the following addenda, the terms of Addendum A will control.

- Addendum B (Substance Abuse Program Management Services)**
- Addendum C (Background Screening Services)**
- Addendum D (Occupational Health and Wellness Screening Services)**
- Addendum E (Driver Qualification File Management Services)**

AGREED:

Company Name: Oxnard School District
Signed By:
Printed Name: Lisa A. Franz
Title: Director, Purchasing
Date:

AGREED:

DISA Global Solutions, Inc.
Signed By:
Printed Name:
Title:
Date:

Address for Notice:

516 W. Wooley Road
Oxnard, CA 93030

Address for Notice:

ADDENDUM A
TO MASTER SERVICES AGREEMENT:
GENERAL TERMS AND CONDITIONS

1. **Program Term** – The term of the Agreement shall be for a period of twelve (12) months commencing on the date the Agreement has been signed by Company and by DISA. The Agreement will automatically renew after its initial term for additional one-year terms, unless either party terminates the Agreement as set forth in Section 6. Termination of the Agreement will result in the automatic and contemporaneous termination of all Addenda then in effect.
2. **Program Services** - DISA agrees to provide to Company the services specified in the Registration Form attached hereto in accordance with these general terms and conditions, and the terms of the attached addendum or addenda relating to the specific services requested by Company (“Services”). In the event of a conflict between the terms of any Addenda (other than Addendum A) and the terms of the Agreement or Addendum A, the terms of the Agreement or Addendum A, as applicable, shall govern.
3. **Coordination of Activities** – DISA will coordinate Services through individuals designated by Company as the “Communicator”, “Backup Communicator” or Designated Employer Representative (“DER”). Company shall notify DISA in writing of any subsequent designations, or changes to the designations, for Communicator, Backup Communicator, or DER within five (5) days of such change.
4. **INDEMNIFICATION** – DISA IS AN INDEPENDENT CONTRACTOR HIRED BY COMPANY SOLELY TO PROVIDE THE SERVICES, WHICH MAY INCLUDE ADMINISTRATION OF COMPANY’S SUBSTANCE ABUSE PREVENTION PROGRAM AND/OR BACKGROUND CHECKS AND/OR DRIVER QUALIFICATION FILES AS REQUESTED BY COMPANY. COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND DISA, ITS OFFICERS, DIRECTORS, AFFILIATES, AGENTS, AND EMPLOYEES (“DISA INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL SUITS, PROCEEDINGS, CLAIMS, LIABILITIES, LOSSES, ACTIONS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) OF ANY KIND OR NATURE, WHETHER BROUGHT A THRD PARTY OR OTHERWISE (EACH A “CLAIM” AND COLLECTIVELY, THE “CLAIMS”) (a) TO THE EXTENT THEY ARISE OUT OF COMPANY’S NEGLIGENCE OR WILLFUL MISCONDUCT, (b) ARISING OUT OF COMPANY’S BREACH OF ANY TERM OF THE AGREEMENT OR OF APPLICABLE LAW, (c) ARISING FROM ANY AGREEMENTS OR ALLEGED AGREEMENTS MADE OR ENTERED INTO BY COMPANY WITH A THIRD PARTY REGARDING THE CONTRACTING OF THE COMPANY’S EMPLOYEES TO THIRD PARTIES; OR (d) TO THE FULLEST EXTENT THAT COMPANY MAY LEGALLY DO SO, ARISING OUT OF DISA’S PROVISION OF THE SERVICES OR INFORMATION PROVIDED BY DISA TO COMPANY IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES, PROVIDED HOWEVER, THAT WITH RESPECT TO (d), COMPANY DOES NOT AGREE TO INDEMNIFY, DEFEND OR HOLD DISA HARMLESS FROM AND AGAINST ANY CLAIM TO THE EXTENT ARISING FROM THE SOLE NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF DISA OR FROM DISA’S BREACH OF ANY TERM OF THE AGREEMENT.

EXCEPT FOR ANY CLAIMS BROUGHT BY COMPANY’S EMPLOYEE(S), CONTRACTOR(S), OR AGENT(S) AGAINST COMPANY OR COMPANY’S CLIENT(S), PRINCIPAL(S), CONTRACTOR(S), OR CONTRACTEE(S), AND EXCEPT FOR CLAIMS FOR WHICH COMPANY OWES INDEMNITY TO DISA AS SET FORTH IN THE PREVIOUS PARAGRAPH, DISA AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND COMPANY, ITS OFFICERS, DIRECTORS, AFFILIATES, AGENTS AND EMPLOYEES (“COMPANY INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL CLAIMS TO THE EXTENT THEY ARISE OUT OF DISA’S NEGLIGENCE OR WILLFUL MISCONDUCT, OR DISA’S BREACH OF ANY TERM OF THE AGREEMENT.

NEITHER PARTY WILL SEEK DEFENSE OR INDEMNIFICATION AGAINST THE OTHER PARTY FOR CLAIMS BROUGHT BY COMPANY’S EMPLOYEES, CONTRACTORS, OR AGENTS WHOSE CLAIMS ARISE DIRECTLY OR INDIRECTLY FROM THE SERVICES DISA AGREES TO PROVIDE TO COMPANY UNDER THE AGREEMENT OR ANY AMENDMENTS OR ADDENDUMS TO THE AGREEMENT.

THE PARTY TO WHICH INDEMNIFICATION IS OWED HEREUNDER SHALL USE REASONABLE EFFORTS TO MITIGATE ANY POTENTIAL DAMAGES OR OTHER ADVERSE CONSEQUENCES ARISING FROM OR RELATING TO THE CLAIM OR CLAIMS FOR WHICH INDEMNIFICATION IS MADE OR SOUGHT.

THE PARTY SEEKING INDEMNIFICATION HEREUNDER (THE “INDEMNIFIED PARTY”), WILL GIVE PROMPT WRITTEN NOTICE TO THE OTHER PARTY (THE “INDEMNIFYING PARTY”) OF A CLAIM

THAT IS SUBJECT TO SUCH INDEMNIFICATION. IN ADDITION, THE INDEMNIFIED PARTY WILL ALLOW THE INDEMNIFYING PARTY TO DIRECT THE DEFENSE AND SETTLEMENT OF ANY SUCH CLAIM, WITH COUNSEL OF THE INDEMNIFYING PARTY'S CHOOSING SUBJECT TO THE INDEMNIFIED PARTY'S REASONABLE APPROVAL, SO LONG AS SUCH DEFENSE IS PURSUED DILIGENTLY, AND WILL PROVIDE THE INDEMNIFYING PARTY, AT THE INDEMNIFYING PARTY'S EXPENSE, WITH INFORMATION AND ASSISTANCE THAT IS REASONABLY NECESSARY FOR THE DEFENSE AND SETTLEMENT OF THE CLAIM; PROVIDED, HOWEVER, THAT THE INDEMNIFYING PARTY SHALL NOT ADMIT FAULT IN ANY SETTLEMENT OR SETTLE ANY CLAIM OTHER THAN FOR MONEY WITHOUT THE INDEMNIFIED PARTY'S PRIOR WRITTEN CONSENT. THE INDEMNIFIED PARTY SHALL HAVE THE RIGHT TO EMPLOY SEPARATE COUNSEL AND TO PARTICIPATE IN (BUT NOT CONTROL) ANY SUCH ACTION.

5. **Pricing & Payment Schedule** - All fees due and payable under the Agreement in connection with Services provided by DISA to Company shall be paid to DISA by Company as billed and within thirty (30) days of receipt by Company of an invoice from DISA. If no comment or inquiry relating to an invoice is received by DISA within thirty (30) days of the billing date, Company shall be deemed to have received the invoice and accepted it as correct in all respects. DISA reserves the right to adjust pricing for Services after providing at least thirty (30) days written notice of price adjustment. With respect to any payments for Services by credit card, the parties agree that, to the fullest extent allowed by applicable law, DISA may impose a surcharge or convenience fee in the amount of up to 5% to such payments.
6. **Termination of Agreement** - The Agreement (including all applicable Addenda) or any Addendum hereto may be terminated by either party at any time, without penalty, with at least thirty (30) days prior written notice to the other party of such termination. In event of any such termination, Company agrees that it will pay DISA for all Services that have been provided to Company prior to the effective date of termination.
7. **Intellectual Property** - The Parties acknowledge that trademarks, trade names, service marks, copyrights, programs, software (including but not limited to source code and scripts), techniques, enhancements, documentation, business models, pictures, audio, multi-media materials, manuals, ideas or formulas provided or utilized by DISA, or developed by DISA, or its providers ("Intellectual Property Rights") shall remain the sole and exclusive property of DISA or its providers. Nothing in the Agreement grants to Company the right to use or display the Intellectual Property Rights without DISA's prior written consent to each such instance. This provision will survive the termination or expiration of the Agreement for a period of eighteen (18) months.
8. **Limitation of Liability** – EXCEPT WITH RESPECT TO DAMAGES ARISING FROM A BREACH OF THE PROVISIONS OF SECTION 7 OR SECTION 9 OF THIS ADDENDUM, OR A BREACH OF ANY PROVISION IN ANY OTHER ADDENDA REQUIRING A PARTY TO MAINTAIN CERTAIN INFORMATION AS CONFIDENTIAL OR RESTRICTING ITS USE OF SUCH INFORMATION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING FROM A CLAIM OR CLAIMS OR OTHERWISE, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.
9. **Confidentiality** – Neither party shall reveal, publish or otherwise disclose any Confidential Information of the other party to any third party without the prior written consent of the other party, nor use such Confidential Information for any purpose other than in furtherance of its lawful obligations under the Agreement and any applicable addenda. "Confidential Information" means any and all proprietary or secret data; sales or pricing information relating to the other party, its operations, employees, products or services; and, all information relating to any employee, prospective employee, applicant, customer, potential customer, agent, and/or independent sales outlet. The parties agree that the foregoing restrictions shall be effective during the term of the Agreement and for a period of five (5) years after its termination or expiration. Notwithstanding anything to the contrary herein, in no event shall DISA be required to destroy, erase or return any consumer reports or applicant data related thereto in its files, all of which DISA shall maintain as a consumer reporting agency in accordance with all applicable federal, state, and local laws.
10. **Miscellaneous** –
 - a. The Agreement and all disputes arising hereunder will be interpreted under and governed by the laws of the State of Texas, excluding its conflicts of laws provisions except where preempted by federal law. In the event of a dispute arising hereunder or in connection with the Services or the Agreement, the parties agree that, except for suits solely seeking equitable relief, they will not bring suit with respect to such dispute in any court other than the county, state and/or federal courts located in Harris County, Texas, and the parties agree that venue in such courts is convenient and proper.

- b. Each party agrees to comply with all applicable state and local laws, and agrees to use reasonable efforts to inform the other party of any state or local laws that could affect that party's performance under the Agreement.
- c. DISA shall not be liable to Company for failure or delay in performance that results from, or is due to, directly or indirectly, and in whole or part, any cause or circumstances beyond the reasonable control of DISA.
- d. The Agreement, including, without limitation, the indemnification provisions, shall inure to and bind the permitted successors and assigns of the parties. Neither Company nor DISA shall assign or transfer the Agreement without the prior written approval of either party.
- e. Nothing herein shall be construed as limiting DISA's rights to subcontract or outsource Services.
- f. In the event any portion of the Agreement shall be determined to be invalid or unenforceable, that portion will be null and void, and the remainder of the Agreement will continue to be valid and enforceable to the extent permitted by applicable law. No term or provision shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach by the other party shall constitute consent to, waiver of, or excuse of any other different or subsequent breach.
- g. The Agreement (including all applicable Addenda) constitutes the entire agreement between the parties relating to the provision of Services by DISA and any other matters described herein and it supersedes all other agreements and representations, oral or written, express or implied, regarding the Services and such matters. No modification or amendment of the Agreement shall be enforceable, unless in writing and executed by the parties.
- h. Notwithstanding any other provisions in the Agreement, the obligations, rights and remedies for all indemnity, limitation of liability, and confidentiality obligations set forth in the Agreement (including applicable Addenda) shall survive the termination or expiration of the Agreement.
- i. The Agreement has been freely and fairly negotiated among the parties. If an ambiguity or question of intent or interpretation arises, the Agreement will be construed as if drafted jointly by both parties, and no presumption or burden of proof will arise favoring or disfavoring any party because of the authorship of any provision of the Agreement.
- j. The parties understand that the Agreement is for the sole benefit of DISA and Company, and no third-party shall be deemed a "third-party beneficiary" of the Agreement.
- k. All notices required to be sent to a party hereto in writing shall be deemed to have been delivered (i) on the date of hand delivery if given by hand delivery to an officer of the party, (ii) on the date of delivery or attempted delivery as set forth on the return receipt, if sent to that party at its address set forth in the signature block to the Agreement by certified mail (postage paid, return receipt requested), or (iii) on the date of delivery or attempted delivery as set forth on the return receipt, if sent to that party at its address set forth in the signature block to the Agreement by recognized courier or delivery service. Each party may change its address for notice by written notice to the other party given in accordance with this provision.
- l. Capitalized terms used in this Addendum will have the meanings set forth herein, or if not defined herein, in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum A to be effective as of the date set forth below.

Company Name: Oxnard School District
Signed By:
Printed Name: Lisa A. Franz
Title: Director, Purchasing
Date:

DISA Global Solutions, Inc.
Signed By:
Printed Name:
Title:
Date:

ADDENDUM B
TO MASTER SERVICES AGREEMENT:
SUBSTANCE ABUSE PROGRAM MANAGEMENT SERVICES

DISA is an independent contractor that, pursuant to this Addendum B, will administer Company's drug and alcohol screening programs ("Screening"). Screening will be administered for Company in accordance with the following:

1. DISA will perform Screening for Company in compliance with applicable federal and/or state law and, to the extent possible under applicable law, in compliance with Company's drug and alcohol screening program requirements.
2. DISA can arrange for the following employee drug and/or alcohol testing: Pre-employment; Reasonable Suspicion; Random; Post-Accident; Return to Duty; Follow up; Owner Mandated.
3. Company will be responsible for providing any and all information that DISA determines necessary to perform Screening, including but not limited to a complete list of Company locations and whether Company is subject to federal testing laws. Company will be solely responsible for the accuracy and completeness of the information provided to DISA.
4. Company agrees to abide by all applicable federal, state and local laws and regulations, including but not limited to, confidentiality and reporting requirements.
5. Company agrees to make all determinations as to whether subject individuals should be tested on a "for reasonable cause" or "post-accident" basis, and Company shall indemnify and defend DISA and its employees and agents against any and all claims, proceedings, or damages arising out of such determination.
6. DISA will provide Company with a list of approved specimen collection centers for collection of biological specimens. DISA will advise Company of any changes to the list of approved collection centers within forty-eight (48) hours.
7. DISA will utilize laboratories certified by the Department of Health and Human Services ("DHHS") for the testing of biological specimens when required by Mandated Federal Testing Programs. Testing not mandated by federal regulations will be performed by laboratories certified by DHHS and/or the College of American Pathologists or that operate pursuant to generally accepted technologies for substance abuse screening.
8. All drug test results will be reviewed by an authorized Medical Review Officer (MRO), contracted or employed by DISA. DISA will report all MRO verified drug tests as the intermediary in accordance with applicable state and federal law.
9. DISA will maintain Company and Employee drug and/or alcohol records as required by state and federal law.
10. DISA will maintain information regarding the status of Screening in DISA's online system and will make such information available to Company in accordance with all applicable laws and regulations. Except where prohibited by law, DISA may refuse to make available information relating to Screening until such time as DISA has received payment in full for any outstanding obligations by Company.
11. If this Agreement is terminated for any reason, Company assumes full responsibility for administration of its corporate and/or federally mandated drug and alcohol testing programs, including but not limited to: (i) reporting, (ii) records maintenance; and (iii) ensuring confidentiality and security of any confidential information. DISA will provide Company with any information necessary for this transfer of responsibility. Except where prohibited by law, DISA may refuse to transfer information relating to Screening, until such time as DISA has received payment in full for any outstanding obligations by Company.
12. Company shall use any information derived from the Screening ("Information") in accordance with applicable law and for the sole purpose of evaluating a current or prospective employee's ("Employee") employment, promotion, reassignment or retention.
13. DISA warrants that it will perform the services described in this Addendum in a good and workmanlike manner, in accordance with applicable industry standards. In the event of a breach of the foregoing warranty, DISA shall, as its sole obligation and Company's sole remedy therefor, promptly re-perform such defective Services at its sole cost. EXCEPT AS SET FORTH IN THIS SECTION 13, DISA MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE WITH RESPECT TO THE SERVICES; AND DISA EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.
14. This Addendum and any amendment hereto shall be deemed to incorporate, and be subject to, all of the terms and conditions of the Master Services Agreement executed by the parties and Addendum A thereto. Capitalized terms used in this Addendum will have the meanings set forth herein, or if not defined herein, in the Master Services Agreement or in Addendum A attached thereto.
15. The pricing for the Services described in this Addendum are set forth in the attached DISA Registration Form.

IN WITNESS WHEREOF, the parties have executed this Addendum B to be effective as of the date set forth below.

Company Name: Oxnard School District
Signed By:
Printed Name: Lisa A. Franz
Title: Director, Purchasing
Date:

DISA Global Solutions, Inc.
Signed By:
Printed Name:
Title:
Date:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #22-73 – IXL Learning (DeGenna/Jefferson)

IXL Learning will provide Professional Development for Resource Specialist and Mild to Moderate teachers during the 2022-2023 school year.

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

FISCAL IMPACT:

Not to exceed \$995.00 – Special Education Learning Recovery

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-73 with IXL Learning.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-73, IXL Learning \(13 Pages\)](#)
[Quote \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-73

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of August 2022 by and between the Oxnard School District (“District”) and IXL Learning (“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 July 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 Nine Hundred Ninety-Five Dollars and No Cents (\$995.00), 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: 805.487.9648

To Consultant: IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404
Attention: Dave Guziak
Phone: (650) 372.4301
Fax:
Email: orders@ixl.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** DANIELLE JEFFERSON shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

IXL LEARNING:

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 #22-73

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-73

SERVICES

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

***PER ATTACHED QUOTE #1156516**

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

***PER ATTACHED QUOTE #1156516**

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 #22-73

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-73

COMPENSATION

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

Total compensation shall not exceed Nine Hundred Ninety-Five (\$995.00), per the attached Fee Schedule, 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 \$995.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-73

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.~~

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 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~~

Not Project Related

Project #22-73

~~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 #22-73

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-73

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, **IXL LEARNING**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



QUOTE

IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

QUOTE # 1156516
 DATE: JUNE 6, 2022

TO:
 Erin Smith
 Oxnard Elementary School District
 1051 S. A St.
 Oxnard, CA 93030-7442

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Dave Guziak		5 year	Aug 15, 2022

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	<i>Professional Development: IXL Core PD Package</i>	\$995.00	\$995.00
SUBTOTAL			\$995.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$995.00

Ordering instructions

We accept payment by purchase order, check, or credit card. School POs should be faxed to 650-372-4301 or e-mailed to orders@ixl.com. Please be sure to list the quote number on your payment or purchase order. For international accounts, we can accept wire transfers for an additional fee.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Personnel Agreement

Ratification of Agreement #22-76 – Maxim Healthcare Staffing Services Inc. (DeGenna/Nocero)

Maxim Healthcare Services Inc. will provide licensed, and/or certified school nurses to the Pupil Services Department for supplemental staffing on an “as needed” basis, and subject to availability of qualified personnel.

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

FISCAL IMPACT:

Not to exceed \$10,000.00 – General Fund

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-76 with Maxim Healthcare Staffing Services Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-76, Maxim Healthcare Staffing Services Inc. \(18 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

OSD AGREEMENT #22-76

EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 1st day of July, 2022, by and between **Oxnard School District** located at 1051 South A Street, Oxnard, CA 93030, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 735 Tank Farm Road Ste 140 San Luis Obispo, CA 93401 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in CA and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency that employs licensed clinical and other non-clinical healthcare personnel ("Personnel") to provide supplemental healthcare staffing services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect from July 1st, 2022 to June 30th, 2023.

Section 1.2 Termination. Either Party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days advance written notice of the termination date to the other Party. If termination cause is payment default, MAXIM may terminate this Agreement upon seven (7) days advance written notice of the termination date to EDUCATIONAL INSTITUTION. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services.

- A. **Supplemental Staffing Service(s).** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more Personnel as specified in Attachment "A" for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 8.8 of this Agreement, to the extent that MAXIM is unable to provide the type of Personnel requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled Personnel. EDUCATIONAL INSTITUTION understands and agrees that MAXIM must, however, bill that higher skilled Personnel at that Personnel's fair market value rate.
- B. **Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.

- Section 2.2 Clinical Personnel Requirements.** MAXIM will supply EDUCATIONAL INSTITUTION with Clinical Personnel who meet the following criteria as articulated in Attachment “B” hereto.
- Section 2.3 Non-Clinical Personnel Requirements.** MAXIM will supply EDUCATIONAL INSTITUTION with Non-Clinical Personnel who meet the following criteria as indicated in “Attachment B” hereto.
- Section 2.4 Insurance.** MAXIM will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon written request by EDUCATIONAL INSTITUTION.
- Section 2.5 Use of Contractors.** Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM’S standard screening process, as well as additional qualifications as required in this Agreement. From time to time, MAXIM may utilize the services of Contractors for reasons including, but not limited to, EDUCATIONAL INSTITUTION (i) requests Clinical Personnel who are contracted with Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners in accordance with Article 7 hereof; or (ii) makes a request resulting in an unexpected surge and need for Personnel and use of Contractors is necessary to meet the requirements under this Agreement. If MAXIM deems it necessary to obtain the services of a Contractor, MAXIM will ensure that any Contractor who is to provide Personnel to EDUCATIONAL INSTITUTION complies with all applicable terms of this Agreement. Any Clinical Personnel provided to EDUCATIONAL INSTITUTION by a Contractor will be subject to the Clinical Personnel Requirements set forth in Section 2.2 hereof.
- Section 2.6 Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its Contractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

- Section 3.1 Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy Issues and/or Concerns, (collectively “Protocol(s)”). EDUCATIONAL INSTITUTION’S responsibilities include, but are not limited to Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.12, Section 3.13, and Section 8.2 including that those Sections shall comply with this Section's referenced laws.

Responsibility for Distance Learning Service(s). EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, EDUCATIONAL INSTITUTION retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act (“FERPA”), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section’s referenced laws. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

Section 3.2 EDUCATIONAL INSTITUTION Policies and Procedures. EDUCATIONAL INSTITUTION will promptly provide Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION, including introduction to EDUCATIONAL INSTITUTION’S policies and procedures in effect while Personnel are on EDUCATIONAL INSTITUTION’S premises. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and EDUCATIONAL INSTITUTION employee), and orient Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements, including with respect to bloodborne pathogens, other emergent matters, and any of the EDUCATIONAL INSTITUTION’s specific policies and procedures provided to MAXIM for such and other purpose. Unless otherwise agreed to in writing, Personnel are directed to, and will abide by, EDUCATIONAL INSTITUTION’S policies and procedures, rules, guidelines, and protocol related to health and safety while on EDUCATIONAL INSTITUTION premises. EDUCATIONAL INSTITUTION agrees to document Personnel site specific training, which includes the date and type of training conducted. EDUCATIONAL INSTITUTION further agrees to promptly provide verification of site specific training upon MAXIM request.

Section 3.3 Requests for Per Diem Personnel. EDUCATIONAL INSTITUTION will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.

Section 3.4 Per Diem Short-notice Requests. MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for Per Diem Personnel is made less than two (2) hour(s) prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.5 Per Diem Personnel Order Cancellation. If EDUCATIONAL INSTITUTION changes or cancels an order for Per Diem Personnel less than two (2) hours prior to the start of a shift, MAXIM will bill EDUCATIONAL INSTITUTION for two (2) hours at the established fee for each scheduled Per Diem Personnel. MAXIM will be responsible for contacting Per Diem Personnel prior to reporting time.

Section 3.6 Placement Fee. For a period of twelve (12) months following the date on which any Personnel (i) interviewed with EDUCATIONAL INSTITUTION for purposes of EDUCATIONAL INSTITUTION determining whether to approve the Personnel to

work at EDUCATIONAL INSTITUTION under the terms of this Agreement, or (ii) last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided, or introduced, by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, onboarding, training, and employing Personnel, which necessarily includes advertisement, recruitment, interviewing, evaluation, reference checks, credentialing, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any EDUCATIONAL INSTITUTION affiliate, subsidiary, department, or division, or any other agent of EDUCATIONAL INSTITUTION (such as a recruiter) solicits, hires, or employs any Personnel, EDUCATIONAL INSTITUTION will be in material breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

In the event that EDUCATIONAL INSTITUTION hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify MAXIM, the conversion fee that applies is no less than 150% of annualized starting salary.

Section 3.7 Non-Performance. If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION agrees to cooperate in good faith with MAXIM to provide written documentation, investigative material, surveillance video footage, or other similar evidence of the misconduct to assist MAXIM in determining what, if any, corrective action should be taken. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's Services will be limited to the number of hours actually worked. MAXIM will not reassign the Personnel to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.

Section 3.8 Right to Dismiss. EDUCATIONAL INSTITUTION may request the dismissal of any Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION agrees to cooperate in good faith with MAXIM to provide additional information at the request of MAXIM to assist MAXIM in determining what, if any, corrective action may be necessary. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Personnel Cancellation. MAXIM may cancel the remaining term of a Personnel placement with written notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.

Section 3.10 Insurance. EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of

\$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage. EDUCATIONAL INSTITUTION shall name MAXIM as an additional insured on its general liability policy.

Section 3.11 Incident Reporting and Cooperation. EDUCATIONAL INSTITUTION shall report to MAXIM in writing any incident known to involve any MAXIM Personnel (such as but not limited to, Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the Services provided by Personnel). EDUCATIONAL INSTITUTION agrees to provide MAXIM documentation, investigative materials, and other related information, and otherwise cooperate with MAXIM to investigate the incident. Complaints and grievances regarding Personnel should be reported to MAXIM within forty-eight (48) hours. Indemnity to CLIENT in Section 8.3 shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

Section 3.12 Work Environment. EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s). EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

Section 3.13 Supplies. EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) (“Supplies”) to Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal. EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third Party as a result of its failure or inability to do so.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s) to this Agreement. MAXIM will submit invoices to EDUCATIONAL INSTITUTION every week for Personnel provided to EDUCATIONAL INSTITUTION during the preceding week. Invoices shall be submitted to the following address:

**Oxnard School District
1051 South A Street
Oxnard, CA 93030
ATTN: Accounts Payable**

Section 5.2 Payment. All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.

If any portion of an amount billed by MAXIM under this Agreement is subject to a good faith dispute between the Parties, EDUCATIONAL INSTITUTION shall give written notice to MAXIM of the amounts it disputes (“Disputed Amounts”) upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. EDUCATIONAL INSTITUTION shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Section 7.16, Dispute Resolution.

Section 5.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 Annual Rate Increases. EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment “A” of this Agreement.

Section 5.5 EDUCATIONAL INSTITUTION Bankruptcy or Insolvency. EDUCATIONAL INSTITUTION agrees that in the event EDUCATIONAL INSTITUTION files bankruptcy, (i) to the extent MAXIM pays the salary and other direct labor costs of Personnel it provides to EDUCATIONAL INSTITUTION and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by EDUCATIONAL INSTITUTION to MAXIM prior to bankruptcy, and/or (ii) EDUCATIONAL INSTITUTION is the assignee of claims held by such Personnel against EDUCATIONAL INSTITUTION for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then MAXIM has a claim against EDUCATIONAL INSTITUTION in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by EDUCATIONAL INSTITUTION are released.

In the event MAXIM in good faith becomes concerned about impending bankruptcy or other insolvency by EDUCATIONAL INSTITUTION, the Parties agree that MAXIM may request in writing from EDUCATIONAL INSTITUTION a prepayment deposit in the amount equal to the average of two weeks of Services, which deposit MAXIM may apply to outstanding invoices in the event that EDUCATIONAL INSTITUTION fails to timely pay such invoices. EDUCATIONAL INSTITUTION

agrees to provide the requested prepayment deposit within five (5) days. In the event that MAXIM applies the prepayment deposit in accordance with this Section at such time that concern about EDUCATIONAL INSTITUTION's impending insolvency remains, EDUCATIONAL INSTITUTION agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

Section 5.6 Maxim Timeclock. The Parties acknowledge and agree that notwithstanding any EDUCATIONAL INSTITUTION manuals, instructions, or other EDUCATIONAL INSTITUTION policies notwithstanding, MAXIM reserves the right to utilize Maxim Timeclock, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to EDUCATIONAL INSTITUTION via Maxim Timeclock. EDUCATIONAL INSTITUTION will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. EDUCATIONAL INSTITUTION approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between EDUCATIONAL INSTITUTION and MAXIM; notwithstanding this, EDUCATIONAL INSTITUTION and MAXIM agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

ARTICLE 6. ASSIGNMENT SERVICES

Section 6.1 Assignment Services. As part of the Services outlined herein, MAXIM provides Assignment Services and agrees to assign Travel Assignment Personnel and/or Local Assignment Personnel to work such specified assignments as agreed to by the Parties. To the extent Assignment Personnel are assigned, the terms of this Article shall apply as indicated.

Section 6.2 Interviews. MAXIM will provide EDUCATIONAL INSTITUTION with names of Assignment Personnel interested in providing Travel Assignment Services or Local Assignment Services, as applicable, and will provide all pertinent information requested by EDUCATIONAL INSTITUTION for an interview. EDUCATIONAL INSTITUTION reserves the right to conduct a telephone interview with any Assignment Personnel prior to accepting such Assignment Personnel to provide Assignment Services. If EDUCATIONAL INSTITUTION requests a face-to-face interview for Travel Assignment Personnel, MAXIM will bill EDUCATIONAL INSTITUTION for cost of travel, lodging, and reasonable per diem expenses. EDUCATIONAL INSTITUTION has the opportunity to interview all interested Assignment Personnel recruited by MAXIM, before said Assignment Personnel provide Assignment Services. Therefore, MAXIM will not have any liability to EDUCATIONAL INSTITUTION if said Assignment Personnel fails to meet EDUCATIONAL INSTITUTION'S requirements, without limitation. Additionally, EDUCATIONAL INSTITUTION will not be relieved of paying MAXIM the established fees set forth in this Agreement for said Assignment Personnel.

Section 6.3 Travel Coordination. MAXIM shall be solely responsible for coordinating Travel Assignment Personnel's travel assignments to EDUCATIONAL INSTITUTION including housing, payroll and related functions.

Section 6.4 Assignment Cancellation. MAXIM may cancel the remaining term of an Assignment Personnel with written notification to EDUCATIONAL INSTITUTION. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Assignment Personnel within fourteen (14) days from the date of notification.

- Section 6.5 Assignment Continuation.** EDUCATIONAL INSTITUTION agrees that all Assignment Personnel introduced by MAXIM and/or accepted for assignment by EDUCATIONAL INSTITUTION, will continue to work future EDUCATIONAL INSTITUTION assignments solely as employees of MAXIM, or if applicable, Contractor, during the term of this Agreement.
- Section 6.6 Assignment Cancellation for Convenience.** EDUCATIONAL INSTITUTION agrees to utilize Assignment Personnel for the specified period of time outlined in the Assignment Confirmation. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Assignment Personnel already being utilized on contract, EDUCATIONAL INSTITUTION must give MAXIM fourteen (14) days' notice before cancellation date. If EDUCATIONAL INSTITUTION does not provide required notice, EDUCATIONAL INSTITUTION will be required to pay MAXIM a fee equal to: the sum of seventy-two (72) hours of such Assignment Personnel's rate subtracted by any hours worked by Assignment Personnel after notice is given (calculated as Assignment Bill Rate x 72 Hours - Hours Worked after cancelation notice). MAXIM will make reasonable effort to place Assignment Personnel in other facilities in the area
- Section 6.7 Incorporation of Assignment Confirmations.** EDUCATIONAL INSTITUTION agrees that any Assignment Confirmation(s) and/or Attachment(s) attached hereto are incorporated herein by reference and form a part of this Agreement. If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) and/or Attachment(s) will govern.

ARTICLE 7. LOCUM TENENS COVERAGE

- Section 7.1** Should EDUCATIONAL INSTITUTION request Locum Tenens coverage from MAXIM, the Parties shall enter into a separate Service Agreement for Locum Tenens Coverage in the form of Attachment [___]. The terms set forth in Attachment [___] will govern the provided coverage and are incorporated herein by this reference.

ARTICLE 8. GENERAL TERMS

- Section 8.1 Independent Legal Entities.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.
- Section 8.2 Assignment of Agreement.** Neither Party may assign this Agreement without the prior written consent of the other Party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a Party; provided however, the assigning Party will provide notice of such transaction to the other Party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 8.3 Indemnification.** MAXIM agrees to indemnify and hold harmless CLIENT, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. MAXIM will not indemnify EDUCATIONAL

INSTITUTION for any action or inaction or liabilities asserted against them for the negligent performance of MAXIM, its directors, officers, employees or agents that are acting under the control, direction or authority of the EDUCATIONAL INSTITUTION.

In addition to the indemnities set forth in Attachment "B" incorporated herein, if applicable, EDUCATIONAL INSTITUTION shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnitees") for negligent acts, errors, or omissions of EDUCATIONAL INSTITUTION or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnitees in a claim or suit.

Section 8.4 Attorneys' Fees. In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

Section 8.5 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

Oxnard School District
1051 South A Street
Oxnard, CA 93030
ATTN: **Dr. Jodi Nocero**

Maxim Healthcare Staffing Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

Maxim Healthcare Staffing Services, Inc.
735 Tank Farm Road Ste 140
San Luis Obispo, CA 93401
ATTN: **Mark Wrightson**

Section 8.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 8.7 Entire Contract; Counterparts. This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 8.9.

Section 8.8 Availability of Personnel. The Parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to

EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.

Section 8.9 Compliance with Laws. MAXIM agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

Section 8.10 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when a EDUCATIONAL INSTITUTION employee or Personnel has professional or personal interests that compete with his/her services to or on behalf of MAXIM or EDUCATIONAL INSTITUTION, or the best interests of patients. Such competing interests may make it difficult for the EDUCATIONAL INSTITUTION employee or Personnel to fulfill his or her duties impartially.

Section 8.11 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 8.12 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 8.13 Limitation on Liability. Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other Party may incur or experience in connection with this Agreement or the Services provided, however caused, even if such Party has been advised of the possibility of such damages. In addition, MAXIM will not be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the EDUCATIONAL INSTITUTION may incur or experience in connection with any waivers or elections to proceed under Attachment "B." MAXIM's indemnity obligations under Section 8.3. are limited to any jurisdiction specific cap for medical malpractice claims or liabilities.

Section 8.14 Amendments. All terms of a later signed EDUCATIONAL INSTITUTION Staffing Agreement will supersede a prior signed EDUCATIONAL INSTITUTION Staffing Agreement.

Section 8.15 Dispute Resolution. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the

date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

ARTICLE 9. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 9.1 Confidentiality.

- A. MAXIM/EDUCATIONAL INSTITUTION Information. The Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information of the other Party that is confidential and constitutes valuable, special, and unique property of the Party. Each of the Parties agrees that neither it nor its staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to its duties for or on behalf of the other Party, any secret, confidential information of the Party, including, without limitation, information with respect to the Party's students, costs, prices, and treatment methods at any time used, developed or made by the Party during the term of this Agreement and that is not available to the public, without the other Party's prior written consent.

Notwithstanding any other provision of this Agreement, EDUCATIONAL INSTITUTION will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If EDUCATIONAL INSTITUTION files a lawsuit for retaliation by MAXIM for reporting a suspected violation of law, FACILY may disclose MAXIM's trade secrets to EDUCATIONAL INSTITUTION'S attorney and use the trade secret information in the court proceeding if EDUCATIONAL INSTITUTION files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

- B. Disclosure of MAXIM/EDUCATIONAL INSTITUTION Partnership. From time to time, MAXIM lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in 9.1(C) and/or 9.2 of this Agreement. EDUCATIONAL INSTITUTION agrees that MAXIM may disclose the partnership between MAXIM and EDUCATIONAL INSTITUTION, and use EDUCATIONAL INSTITUTION's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the MAXIM/EDUCATIONAL INSTITUTION partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.
- C. Student Information: In the event that Maxim receives student information, including student financial or medical information, Maxim shall not disclose any individual student records, including student financial or medical information to any third-party, except where permitted or required by law or where such disclosure is

expressly approved by EDUCATIONAL INSTITUTION, MAXIM, and student in writing. Further, each Party and its employees shall comply with the other Party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH"). In accordance with FERPA, Maxim may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If MAXIM is provided access to students' educational records, MAXIM shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. MAXIM shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended. Maxim reserves the right to retain any Student Education Records for the length of time necessary to meet Maxim's contractual and legal commitments.

- D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 9.2 HIPAA/FERPA/HITECH Obligations. Each Party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other Party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the Parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations. EDUCATIONAL INSTITUTION and MAXIM agree to promptly inform the other Party to the extent such records are requested by an agency or in a judicial proceeding so the Party can determine whether to object or otherwise seek a protective order over the requested records or information.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the Parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the Parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") and/or any student education records are created, viewed, used, maintained, and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The Parties further acknowledge that PHI is not exchanged between the Parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Data Security. EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to Personnel as it relates to EDUCATIONAL INSTITUTION's privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by Personnel and that in terms of Personnel placed in EDUCATIONAL INSTITUTION's physical or

technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable information (“PII”) or Protected Health Information (“PHI”) viewed, created, accessed, and/or stored by Personnel would be done solely in the EDUCATIONAL INSTITUTION’s technical environment. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while Personnel is providing remote service(s).

Notwithstanding the foregoing, MAXIM and all Personnel provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and the Personnel, including without limitation HIPAA, FERPA, and HITECH.

ARTICLE 10. MAXVIEW

Section 10.1 Definitions.

(a) **“Job Posting”** means an electronic requisition entered into MaxView that sets forth a position for which EDUCATIONAL INSTITUTION desires Personnel to perform Services.

(b) **“MaxView”** means an internet-based application software program provided by the System Administrator and utilized by MAXIM in conjunction with providing Personnel to work in various areas of EDUCATIONAL INSTITUTION under the EDUCATIONAL INSTITUTION Contract.

(c) **“System Administrator”** means the provider of MaxView in connection with the provision by MAXIM of Personnel to work in various areas of under the EDUCATIONAL INSTITUTION Contract.

(d) **“Timecard Application”** means a function in MaxView whereby Personnel are able to enter the hours worked while providing Services and EDUCATIONAL INSTITUTION managers or dually authorized personnel are able to review the submitted hours for approval.

(e) **“Terms & Conditions”** means terms & conditions for use of MaxView/MAXIM proprietary systems, which will govern use of Maxim’s systems, databases, and platforms which defines and establishes the rules of use. Maxim reserves the right to modify said terms and & conditions, without notice to EDUCATIONAL INSTITUTION. Said terms & conditions are incorporated by and thru this agreement, and are located at the following address: [WEBSITE]. EDUCATIONAL INSTITUTION will not permit use of MaxView or MaxView Services in any manner by a third party; send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; interfere with or disrupt the integrity or performance of MaxView or data contained therein; attempt to gain unauthorized access to MaxView or its related systems or networks; or provide or disclose to, or permit use of MaxView other than authorized users.

Section 10.2 Contract Service Acquisition Web Application. Unless otherwise specified by MAXIM, Job Postings for available Personnel positions will be posted by EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION will be granted access to MaxView for the purpose of reviewing and modifying the quantity of open Job Postings available with EDUCATIONAL INSTITUTION, and entering information regarding Personnel on assignment with EDUCATIONAL

INSTITUTION. MAXIM is granting EDUCATIONAL INSTITUTION a non-exclusive, non-transferable right to access and use MaxView and receive the Services in accordance with the Agreement solely for EDUCATIONAL INSTITUTION's internal business and staffing purposes.

- Section 10.3 Proposed Candidates.** MAXIM shall provide the following information with respect to each candidate it enters into MaxView or otherwise provides to EDUCATIONAL INSTITUTION under this Agreement: (i) name; (ii) resume and job qualifications; (iii) proposed billing rate; and (iv) such other information as may be required in the Job Posting for such assignment. The billing rate shall not exceed the maximum billing rate specified in the Job Posting or MaxView for the applicable assignment category. EDUCATIONAL INSTITUTION will notify MAXIM through MaxView, if MAXIM's candidate has been preliminarily selected to fill an available Job Posting. Upon receipt of such notice, Personnel shall undertake the pre-assignment steps set forth in Maxim's policies and procedures, and this Agreement to satisfy the EDUCATIONAL INSTITUTION's requirements and any additional standards set forth in the Job Posting. Prior to the start of any assignment, Maxim will confirm through Maxview that these pre-assignment steps have been successfully completed.
- Section 10.4 Job Posting Cancellation.** At EDUCATIONAL INSTITUTION's request, MAXIM will cancel, without charge, any Job Posting for Services at any time prior to commencement of the Services by the Personnel.
- Section 10.5 Assignment Cancellation.** EDUCATIONAL INSTITUTION may end an assignment at any time by giving notice to MAXIM in MaxView, and MAXIM will give Personnel the applicable advance notice of the end of an assignment as given to MAXIM by EDUCATIONAL INSTITUTION. In any instance of an assignment cancellation, EDUCATIONAL INSTITUTION's obligation shall be to forward Maxim payments for the Services rendered by such Personnel pursuant to this Agreement prior to discontinuation of the Assignment. Such payment shall be made in accordance with Article 5 of this Agreement.
- Section 10.6 Removal of Personnel.** EDUCATIONAL INSTITUTION acknowledges and agrees that the Personnel shall be subject to the continuing approval of EDUCATIONAL INSTITUTION. If at any time EDUCATIONAL INSTITUTION, in its reasonable judgment, determines that Personnel is inadequate, unsatisfactory or has failed to comply with EDUCATIONAL INSTITUTION or MAXIM rules, regulations, or policies, EDUCATIONAL INSTITUTION shall so advise MAXIM immediately.
- Section 10.7 Bill Rates; Expenses.** Hourly rates, premium rate multipliers, shift premiums, travel and per diem reimbursement, expense reimbursement and the terms and conditions applicable thereto will be set forth in MaxView.
- Section 10.8 Use of Contractors in MaxView.** From time to time, MAXIM may utilize the services of Contractors to meet the requirements under this Agreement. If MAXIM deems it necessary to obtain the services of a Contractor, MAXIM will ensure that any Contractor who is to provide Personnel to EDUCATIONAL INSTITUTION complies with all applicable terms of this Agreement including, but not limited to Section 2.5.
- Section 10.9 Disclaimer of MaxView.** MaxView is provided to EDUCATIONAL INSTITUTION free of charge and is provided on an "as is" basis and with all faults and defects without warranties of any kind, either express or implied. To the extent permitted by law, MAXIM disclaims all other warranties, express or implied, including, without limitation, duties, conditions, and representations that are not expressly set forth in this Agreement or the terms & conditions as described in Section 10.1.(e) of this Agreement, with respect to MaxView, or any use thereof.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

OXNARD SCHOOL DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

Signature

Lisa A. Franz, Director, Purchasing

Printed Name & Title

Date

Signature

Printed Name & Title

Date

ATTACHMENT A
Oxnard School District STAFFING RATES

Annual Rate Increase. An annual rate increase of N/A% will be added to each services type listed above every year on N/A.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours, unless applicable state law requires a different rate.

Rates. Charges will be based on the following hourly rate schedule effective 7/1/2022:

Service	Rate (per hour)
BCBA	\$120-\$130
BCaBA	\$90
Behavior Tech	\$52
LVN	\$70
Para Educator/Instructional Aide	\$37
CNA	\$45
PT/OT	\$100-\$115
COTA	\$70
RN	\$85-\$105
School Psychologist	\$120-\$130
SLP	\$110-\$120
SLPA	\$70
Social Worker	\$100-\$115
SPED Teacher	\$80-\$90

MAXIM follows applicable local, state, and federal law. To the extent any of the provisions herein conflict with applicable law of where services are performed, MAXIM will follow the applicable local, state, and federal law.

OXNARD SCHOOL DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES,
 INC.:

 Signature
 Lisa A. Franz, Director, Purchasing

 Printed Name & Title

 Date

 Signature

 Printed Name & Title

 Date

Attachment "B"
PRE-ASSIGNMENT SCREENING

- I. **Clinical Personnel Requirements.** Unless the EDUCATIONAL INSTITUTION requests in writing that the provisions of Section III hereof apply, MAXIM will supply EDUCATIONAL INSTITUTION with Clinical Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:
 - a. Proper work authorization documentation
 - b. Possess current state professional licensure, certification, and/or licensure
 - c. Possess CPR certification as applicable
 - d. Completed health screening requirements as applicable
 - e. Tuberculosis screening
 - f. Possess relevant professional and specialty experience and verify employment history
 - g. Possess current skills competency to include written exam and self-skills assessment
 - h. MAXIM standard OSHA and HIPAA training
 - i. Office of the Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE)

- j. General Services Administration's (GSA) Excluded Parties List System (EPLS)
 - k. National Sex Offender Public Website (NSOPW)
 - l. State Specific Exclusion, as applicable
 - m. Criminal background report
 - n. Abuse and Neglect registry or similar databases as required
 - o. Drug screenings if requested in writing by EDUCATIONAL INSTITUTION
- II. **Non-Clinical Personnel Requirements.** Unless the EDUCATIONAL INSTITUTION requests in writing that Section III hereof apply, MAXIM will supply EDUCATIONAL INSTITUTION with Non-Clinical Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:
- a. Proper work authorization documentation
 - b. Tuberculosis screening as required
 - c. Office of the Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE)
 - d. General Services Administration's (GSA) Excluded Parties List System (EPLS)
 - e. National Sex Offender Public Website (NSOPW)
 - f. State Specific Exclusion, as applicable
 - g. Criminal background report
 - h. Abuse and Neglect registry or similar databases as required
 - i. Drug screenings if requested in writing by EDUCATIONAL INSTITUTION
- III. **EDUCATIONAL INSTITUTION Criminal Background Report.** In the event that EDUCATIONAL INSTITUTION requires its own criminal background screening for MAXIM Personnel, EDUCATIONAL INSTITUTION shall provide MAXIM with a copy of the results and/or report, or the "Clear" or "Not Clear" status. EDUCATIONAL INSTITUTION agrees that Personnel may begin assignment following completion of a successful EDUCATIONAL INSTITUTION background screening.

OXNARD SCHOOL DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

Signature

Lisa A. Franz, Director, Purchasing

Printed Name & Title

Date

Signature

Printed Name & Title

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2021

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

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

PRODUCER Altus Partners, Inc 201 King of Prussia Road Suite 100 Radnor PA 19087	CONTACT NAME: COI PHONE (A/C No. Ext): (610)526-9130 E-MAIL ADDRESS: coi@altuspartners.com		FAX (A/C, No): (610)526-2021
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Maxim Healthcare Staffing Services, Inc. 7227 Lee DeForest Drive Columbia MD 21046	INSURER A: Lloyds of London		2623/623
	INSURER B: ACE Amercian Insurance Company		22667
	INSURER C: Indemnity Ins. Co. of North America		43575
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 21-22 MHSS + XS

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 checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$3,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HC2100107	11/30/2021	11/30/2022	EACH OCCURRENCE	\$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			H25546726 (Hired/Non-Owned)	11/30/2021	11/30/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			HC2100107	11/30/2021	11/30/2022	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
							\$	
C	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 <input checked="" type="checkbox"/> N	N/A	C68925708 (AOS)	11/30/2021	11/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
				C68925745 (CA & MA)	11/30/2021	11/30/2022	E.L. EACH ACCIDENT	\$ 1,000,000
				C68925629 (WI)	11/30/2021	11/30/2022	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
				C68925666 (Excess OH/WA)	11/30/2021	11/30/2022	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Professional Liability			HC2100107 (\$4M SIR)	11/30/2021	11/30/2022	\$4,000,000 per claim \$4,000,000 per aggregate	

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

Certificate is issued as evidence of insurance per policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes Only

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

Krista Dean/KMD

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #22-78 – City Impact Inc. (DeGenna/Jefferson)

City Impact Inc. will provide Individual Student and/or Group Therapy Services, and Social/Emotional Testing and Assessment to include report, for the Special Education Services Department during the period of July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

\$800,000.00 (per attached Rate Sheet) - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-78 with City Impact Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-78, City Impact Inc. \(13 Pages\)](#)

[Scope of Work \(1 Page\)](#)

[Certificate of Insurance \(4 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-78

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of August 2022 by and between the Oxnard School District (“District”) and City Impact 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 **July 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.

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 Eight Hundred Thousand Dollars (\$800,000.00), per attached Rate Sheet, unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [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) 487.9648

To Consultant: City Impact Inc.
555 South A Street, Suite 185
Oxnard, CA 93030
Attn: Betty Alvarez Ham
Phone: (805) 983.3636
Fax: (805) 983.3636

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:

CITY IMPACT 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 #22-78

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-78

SERVICES

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

*Provide Individual Student and/or Group Therapy, as well as Staff Supervision for the Special Education Services Department during the 2022-2023 school year per attached Rate Sheet.

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

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 #22-78

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-78

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$800,000.00 per attached Rate Sheet

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 \$800,000.00, per attached Rate Sheet, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-78

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 #22-78

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 #22-78

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-78

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, **CITY IMPACT INC.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



**SPECIAL EDUCATION COUNSELING
COUNSELING RATES (Effective July 1, 2022)**

SCOPE OF WORK

1. Provide Individual Therapy – in school (English or Spanish)
2. Provide Individual Therapy Services – (in home or City Impact Office (English or Spanish)
3. Start-Up
4. Provide Social and Emotional Testing and Assessment Report
5. Crisis Counseling
6. Attendance at IEP (when requested by School Psychologist or District Administration)
7. Case Manager/Psychologist Meeting
8. Child Protective Services Report
9. Litigious Meeting
10. Quarterly Progress Reports/Final Progress Reports
11. Parent Call for Consent (Voicemail messages, return calls) per call
12. Student sign in/out for sessions on campus
13. Provide Group Therapy Services – in School (English or Spanish)
14. Tele-Health Counseling Services

Counseling Services	Session Rates
Individual English Session	\$ 68.22
Individual Spanish Session	\$ 68.22
Start-up Session (New Student 1.5 hr.)	\$ 102.32
Social and Emotional Testing and Assessment Report	\$ 94.55
Crisis Counseling/Referrals (per hour)	\$ 68.22
IEP Meeting (per hour)	\$ 68.22
Case Manager/Psychologist Meeting (per 30 min.)	\$ 34.10
Child Protective Services Report	\$ 68.22
Litigious Meeting (per hour)	\$ 68.22
Quarterly Progress Reports/Final Progress Reports	\$ 34.10
Parent Call for Consent (Voicemail messages, return calls) per call	\$ 17.05
Student sign in/out for sessions on campus (15 min. per student)	\$ 17.05
Group Session	\$ 90.97
Tele-Health Counseling Session	\$ 68.22
Tele-Health Counseling (Initial Call for Parent Consent, Set-up appointment, mailing out consent form, documentation)	\$ 68.22

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/11/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center 19000 MacArthur Blvd. Penthse Fl. Lic#0B29370 949-263-0606 Irvine, CA 92612	CONTACT NAME: Christina McMullen
	PHONE (A/C, No, Ext): 949.205.7912 FAX (A/C, No): 949.266.5860 E-MAIL ADDRESS: Christina.McMullen@epicbrokers.com
INSURED City Impact Inc. P.O. Box 5678 Oxnard, CA 93031	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Nonprofits' Ins Alliance of CA 11845
	INSURER B : Employers Mutual Casualty Ins 21415
	INSURER C : North American Elite Insurance Co. 29700
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	202205416	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ 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 \$ \$
B	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	EIG472274000	04/08/2021	04/08/2022	<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
C	Property		202205416PROP	01/01/2022	01/01/2023	BPP/Ded:\$183,403/\$2,500
A	D&O		202105416DONPO	01/01/2022	01/01/2023	Limit/Ded.: \$1M/\$5K
A	Professional Liab		202205416	01/01/2022	01/01/2023	Each Event/Agg:\$1M/\$3M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket additional insured clause applies, required by written contract.
Oxnard School District are add as additional insured as required by written contract.

CERTIFICATE HOLDER Oxnard School District 1051 South A. Street Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Anthony F. D'Acerno</i>
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – SCHEDULED PERSON OR
 ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

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

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #22-81 – Therapy Travelers (DeGenna/Jefferson)

Therapy Travelers will provide supplemental staffing to the Oxnard School District in the areas of Speech Language Pathologist, Speech Language Pathologist Assistant, Speech Language Pathologist – CFY, Occupational Therapist, Occupational Therapist Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist, Behavior Therapists and School Nurses, on an “as needed” basis. Therapy Travelers will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. Oxnard School district will provide orientation, support, facilities, and training for service providers.

Term of Agreement: July 1, 2022 through July 31, 2023

FISCAL IMPACT:

Not to exceed \$700,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-81 with Therapy Travelers.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-81, Therapy Travelers \(10 Pages\)](#)
[Rate Sheet \(1 Page\)](#)

OSD AGREEMENT #22-81



Staffing Service Agreement

This Staffing Service Agreement (“Agreement”) is entered into as of the July 1, 2022 (the “Effective Date”), by and between TherapyTravelers LLC and 3Chords, Inc. dba TherapyTravelers (each, a “Company Party” and, together, “TherapyTravelers”), and Oxnard School District (the “Client”). The Agreement supersedes all other agreements and or contracts in place between the Client and Company Party. Client acknowledges the representative who signs any contract with TherapyTravelers on behalf of the Client has full signing authority and by doing so, this Agreement and each Staffing Confirmation Agreement (in the form attached hereto as Exhibit A) shall be binding.

1. Services and Staffing Confirmation (Exhibit A)

(a) Subject to availability, TherapyTravelers will provide the services of one or more Special Education Professional Associates (each an “Associate”) on request from the Client on an as needed and as available basis (the “Services”). TherapyTravelers will promptly reply to each such request and indicate whether it has an Associate available to provide the requested Services. If TherapyTravelers elects to provide requested Services from Client, a confirmation of and detailed terms of the assignment will be provided to the Client in a “Staffing Confirmation Agreement” in substantially the form attached hereto as Exhibit A (one form per assigned Associate). Each such Staffing Confirmation Agreement shall designate the Company Party with rights and obligations under this Agreement and under the Staffing Confirmation Agreement in connection with the applicable Services, and Client expressly acknowledges and agrees that the other Company Party shall have no such rights or obligations in connection with such Services.

(b) Each Staffing Confirmation Agreement entered into or to be entered into in connection with this Agreement is hereby incorporated herein by reference as if fully set forth in this Agreement. If there is a conflict between the terms of this Agreement and a Staffing Confirmation Agreement, the terms of this Agreement shall prevail. The Client acknowledges that by acceptance of this Agreement, no further contract is required per individual contractor, regardless of the specific details of the assignment, hours, rate, etc. Electronic timekeeping will be provided to the Client on a weekly basis. TherapyTravelers will use commercially reasonable efforts to obtain signed timecards from Client however, signed timecards are not required for approval to process and bill. By signing this Agreement, Client acknowledges that all hours worked by the contractor will be billed to Client’s district to be paid in full in accordance with the agreed upon payment terms, regardless of approval of the timecard submitted. A rejected timecard will be subject for review by TherapyTravelers, Associate, and Client.

ACTIVE/116027829.2

ACTIVE/114338874.3

The Client acknowledges and agrees that any claim related to the Services provided hereunder must be reported in writing to TherapyTravelers by the earlier of (1) ninety (90) days after the claim arises, or (2) thirty (30) days after termination of the Associate's assignment pursuant to the Staffing Confirmation Agreement. TherapyTravelers will not be responsible for, and the Client hereby waives the right to assert, any claims not reported in accordance with the foregoing.

2. Associates

(a) TherapyTravelers will refer qualified candidates without regard to race, sex, color, religion, national origin, marital status, veteran status, non-job-related medical condition, or any other statutorily protected category. The Client shall have the right of refusal regarding the Associate assigned by TherapyTravelers, consistent with the other terms of this Agreement, but agrees that no refusal will be made on account of race, gender, color, religion, national origin, marital status, veteran status, or any other statutorily protected category. The Client understands and agrees that any Associate assigned to the Client by TherapyTravelers, pursuant to this Agreement, shall perform all Services as an independent contractor to the Client and not as an employee, agent, partner, or venture participant of the Client.

(b) Associates shall perform Services at the work site of the Client or remotely and during the normal work hours of the Client. The Client will provide, at no cost to TherapyTravelers, working space facilities, and related services and supplies necessary to support each Associate engaged by the Client. Associates will work under the supervision and direction of the Client.

(c) The Client acknowledges that TherapyTravelers typically checks Associates' references only by posing specific questions to certain past employers regarding skills and work history before placing an Associate on assignment. TherapyTravelers typically conducts a limited background check but does not engage in any additional verification process (e.g., TherapyTravelers does not screen for drug use, administer a medical exam, or conduct credit checks). Should the Client have additional compliance needs, Client is required to provide a written request with clear instructions at the time of requesting Services. TherapyTravelers shall not be liable for any losses, damages, liabilities, costs or expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from failure to obtain additional compliance verification, except where TherapyTravelers has agreed in writing to obtain such verification.

(d) The Client is responsible for supervising the assigned Associates(s). The Client will not permit or require an Associate: (1) to perform Services outside of the scope of his or her assignment (2) to sign contracts on behalf of the Client, (3) to make any management decisions, (4) to sign, endorse, wire, transport or otherwise convey cash, securities, checks or any negotiable instruments or valuables, (5) to operate machinery (other than office machines) or automotive equipment, (6) to perform Services remotely (on premises other than the Client's premises), or (7) to use computers or other electronic devices, software or network equipment owned or licensed by the Associate.

(e) The Client agrees to provide safe working conditions and will orient all TherapyTravelers employees at the start of any work engagement to the policies of the district including safety, hazard and emergency. If any assignment under this Agreement is for work to be performed under a government contract or subcontract, the Client will notify TherapyTravelers immediately: (1) of any obligations in the

government contract or subcontract relating to wages, and (2) if TherapyTravelers is legally required to initiate E Verify verification procedures for any Associate. TherapyTravelers reserves the right to re-assign any assigned Associate. The Client further agrees that it is fully responsible for, and that TherapyTravelers will not be responsible for any injuries, claims, damages, or losses that may result from the Client's failure to comply with the foregoing.

(f) Assigned Associates will execute any confidentiality agreement that the Client may reasonably require. The Client is responsible for obtaining the assigned Associate's signature. The Client agrees to hold in confidence the identity of any assigned Associate and the assigned Associate's resume, social security number and other legally protected personal information, and further agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use modification or disclosure.

3. **Compensation and Payment Terms**

(a) The Client shall pay TherapyTravelers an agreed hourly bill rate for each hour worked by an Associate as set forth in the applicable Staffing Confirmation Agreement, which will also specify the duration and location of the assignment. Overtime and Holiday hours worked will be billed at least 1.5 times the normal hourly bill rate, and in a greater amount if required by applicable State or local law. Holidays in consideration will be listed on the Staffing Confirmation Agreement. Overtime hours will be determined in accordance with applicable Federal, state, and local laws. Federal law defines overtime as hours more than 40 hours per week, and state laws vary. If state law requires double timepay, the double time hours will be billed at 2.0 times the normal hourly bill rate.

(b) Assigned Associates will present a time sheet record to the Client or its designated representative and use good faith efforts to verify hours at the end of each week. TherapyTravelers will bill the Client for the total hours worked, including applicable sales and service taxes all of which are payable by the Client. TherapyTravelers invoices are due and payable [upon receipt] [within ten (10) days of the billing date]. If the Client fails to pay any invoice when due, the Client agrees to pay all of TherapyTravelers' costs of collection, including reasonable attorney's fees, whether legal action is initiated. Additionally, TherapyTravelers may, at its option, charge interest on any overdue amounts at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the highest rate allowed by applicable law from the date the amount first became due.

(c) TherapyTravelers may increase its rates for the Services provided under this Agreement to reflect increases in its costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit, and other costs. TherapyTravelers will provide written or verbal notice of any increase in its rates for the Services, which shall be prospective only, which notice shall specify the proposed effective date of the increase.

(d) In the event the Client's school or school system is physically closed (i.e., physical closures due to inclement weather, public health emergencies), including days on which the school or

school system is physically closed but continues operating or providing educational instruction virtually or through online services to students (“Remote Learning Days”) or days on which the school or school system is otherwise closed to students (“Closure”), Client shall remain fully obligated to remit payment to TherapyTravelers for the full amount (at the agreed upon bill rate) of the total typical hours worked and contracted for each applicable consultant for each day of the Client’s Closure. Associate shall be ready, willing, and able to work his or her regularly scheduled hours during all Remote Learning Days via virtual instruction/meetings or online instruction/meetings.

4. Client Hiring of Associates and Conversion Fees

(a) If the Client, after evaluating the performance and potential of an Associate on the job, desires to employ the Associate directly, the Client agrees to abide by certain restrictions and to pay any applicable “Conversion Fee” as provided hereinbelow. The Conversion Fee, if applicable, is payable if the Client hires an assigned Associate, regardless of the employment classification on either a full time, temporary (including temporary assignments through another agency) or consulting basis within twelve (12) months after the last day of such Associate’s assignment hereunder. The Client acknowledges that a Conversion Fee, if applicable, is also payable if the assigned Associate is hired by a subsidiary or other related company or business of the Client.

(b) The Client may elect to hire any Associate subject to payment of a fee equal to thirty-five percent (35%) of the Associate’s annual total compensation, including bonuses (the “Conversion Fee”). The Client will pay the Conversion Fee to TherapyTravelers within 10 days of billing. In order for an Associate to be hired on as the Client’s employee, the Client must have a zero balance on all outstanding invoices. The foregoing hiring restriction and Conversion Fee obligations shall survive until one (1) year after the last date of service by the subject Associate at the Client’s facility. TherapyTravelers agrees to waive its right to a Conversion Fee after an Associate has completed 2,700 hours over the course of two (2) school years.

(c) The Client shall provide TherapyTravelers thirty (30) days prior written notice of its intention to offer employment to any Associate and shall immediately confirm in writing when it has extended the offer (in writing, verbally or otherwise), and when the TherapyTravelers Associate accepts the offer (in writing, verbally, or otherwise). TherapyTravelers will bill Client for the Conversion Fee after the TherapyTravelers Associate accepts Client’s offer. Conversion payment must be paid in full and have no outstanding balances prior to the Associate’s scheduled first day as a district hire.

(d) Commencing on the first day that the Client includes on its payroll any Associate formerly referred to Client by TherapyTravelers, that Associate immediately ceases to be an independent contractor with respect to Client, TherapyTravelers is no longer the Associate’s employer, and is in no way liable in any way for that person’s actions or omissions, tax deductions, workers’ compensation insurance, unemployment compensation taxes or any other legally required taxes and withholdings.

5. **Direct Hire Fees**

(a) Should the Client wish to use TherapyTravelers as a headhunter for permanent assignments, a "Contingency Direct Hire Fee" equal to thirty five percent (35%) of the candidate's annual salary will become payable to TherapyTravelers when an offer, verbal or otherwise, is made by the Client and accepted by the candidate. Payment is due in full within thirty (30) days of invoice.

(b) **Replacement Policy:** If the candidate placed with Client voluntarily terminates his/her employment or is terminated for cause within sixty (60) days from the candidate's start date, TherapyTravelers will offer a replacement courtesy for that candidate. TherapyTravelers does not guarantee a replacement will be provided as it is contingent on candidate availability. However, the replacement policy is contingent upon full payment of the direct hire fee by Client within thirty (30) days of invoice.

6. **Right To Counsel: Coaching and Dismissals**

In instances of unsatisfactory performance of duties by an Associate, the Client agrees to make a good faith effort to rectify the issue, including a notice, in writing, to TherapyTravelers outlining the issue at hand so that the Associate may modify behavior through counsel and coaching by TherapyTravelers staff. Should the issue not be resolved within a reasonable amount of time, the Client may request that the Associate be removed from the assignment. TherapyTravelers will make every effort possible to comply with the Client's requests as quickly as possible. Client agrees to honor the terms of this Agreement and pay invoices for hours performed by any Associate up to the time of dismissal from the Client's assignment.

7. **Cancellations**

Client must provide twenty (20) in-session school days (business days) written notice of cancellation to TherapyTravelers. A cancellation fee equal to the scheduled hours for any shift cancelled is payable to TherapyTravelers for all cancellations made with notice less than twenty (20) in-session school days (i.e. Associate work days). For assignments TherapyTravelers must be granted at least forty (40) hours per week of work (unless the Client's full time business schedule is only thirty-five (35) hours per week, or (37.5) thirty-seven and a half hours per week). If an Associate's travel staffing assignment ends prematurely, the Client agrees to pay to TherapyTravelers, upon presentment of an invoice, all remaining housing costs for the Associate, including apartment and furniture leasing costs, until the expiration of the applicable lease(s).

8. **Contract Termination**

This Agreement remains in effect until terminated by either Party. This Agreement shall be terminable by either Party upon thirty (30) days prior written notice. Termination of this Agreement will also result in the termination of each Staffing Confirmation Agreement between TherapyTravelers and the Client. In addition, each Staffing Confirmation Agreement shall be subject to immediate termination if TherapyTravelers reasonably determines that the assigned Associate's professional license or code of ethics has been compromised.

9. **Notices**

For the purposes of this Agreement, notice shall be effective to the Parties at the following addresses:

Client: Oxnard School District
1051 S A St
Oxnard, CA 93030

TherapyTravelers: TherapyTravelers
2041 Rosecrans Avenue
Suite 245
El Segundo, CA 90245

10. **Insurance, Indemnification and Limitation of Liability**

(a) TherapyTravelers shall maintain and provide to the Client, upon written request, proof of any assigned Associate's valid professional license, if applicable, and proof of Worker's Compensation Insurance (which will be maintained per statutory requirements). Additionally, TherapyTravelers shall procure and maintain insurance and upon written request, shall provide the Client with Certificates of such insurance covering the following risks:

- Professional Liability - \$2,000,000 per claim, \$4,000,000 Aggregate
- General Liability - \$2,000,000 per claim, \$4,000,000 Aggregate

(b) To the extent permitted by law, TherapyTravelers will defend, indemnify, and hold the Client and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by TherapyTravelers' breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in a Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct of TherapyTravelers or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(c) To the extent permitted by law, the Client will defend, indemnify, and hold TherapyTravelers and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by the Client's breach of this Agreement; its failure to discharge its duties and responsibilities set forth herein or in a Staffing Confirmation Agreement; or the negligence, gross negligence, or willful misconduct or unlawful act of the Client or its officers, employees, or authorized agents in the discharge of those duties and responsibilities.

(d) Circumstances may arise where, because of a default on the part of TherapyTravelers, the Client is entitled to recover damages from TherapyTravelers. Regardless of the basis on which the Client is entitled to claim damages from TherapyTravelers (including fundamental breach, negligence, misrepresentation, or other contract or tort claim) TherapyTravelers' liability, if any, will (in the aggregate for all claims, causes of action, or damages) be limited to any actual direct damages up to an amount equal to the fees actually paid to TherapyTravelers for the Services that are the subject of the claim.

11. **Miscellaneous**

(a) **Entire Agreement.** This Agreement contains the complete agreement between the Parties with respect to the subject matter thereof and may not be modified except by written agreement signed by both Parties. This Agreement supersedes all previous written or oral agreements between the Parties.

(b) **Assignment.** This Agreement may not be assigned by either Party without the written consent of the other Party. Consent for one assignment does not waive the consent requirement for any subsequent assignment, but, subject to the foregoing limitation, will inure to the benefit of and be binding on the successors and assigns of the respective Parties.

(c) **Arbitration.** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. In any arbitration arising out of or related to this Agreement, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the Parties waive any right to recover any such damages. In any arbitration arising out of or related to this Agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits.

In the event of any arbitration or other action arising out of or related to this Agreement, or a

Staffing Confirmation Agreement, the prevailing Party in such arbitration or other action shall be entitled to receive an award of all costs and expenses of such arbitration or other action, including reasonable attorneys' fees and costs, and all other expenses in connection therewith, in addition to any other award or remedy provided in such arbitration or action, and the same shall be included in the award and any judgment.

The venue for all actions, including arbitration, arising out of this Agreement, shall be in Los Angeles, California unless otherwise agreed by the Parties in writing.

(d) **Governing Law**. The validity and interpretation of any terms or provisions of this Agreement of the rights and duties of the Parties hereunder shall be governed and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules.

(e) **Severability**. The Parties agree that each of the provisions included in this Agreement is separate, distinct, and severable from the other and remaining provisions of the Agreement; and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement.

(g) **Authority**. The Client signatory, herein below, specifically warrants that such individual has the capacity and authority to represent, contract on behalf of and bid the Client with respect to the obligations, rights, and duties contained herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

“TherapyTravelers”

TherapyTravelers LLC

By: _____

Carol Cheney, President

3Chords Inc.

By: _____

Carol Cheney, President

“Client”

Oxnard School District

By: _____

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



Staffing Confirmation Agreement

This Staffing Confirmation Agreement (“Agreement - Exhibit A”) is entered into on **(date)** by and between **TherapyTravelers** and **(Client)** collectively referred to herein as “the Parties.” **The Parties agree to the below:**

Therapist Name:	Assignment Dates:
District Name and Address:	Schedule:
District Telephone Number:	Guaranteed Hours:
District Department Director Name:	Estimated Caseload:
Billing Address:	Approved Time Off:
Billing Telephone Number:	Bill Rate:
Billing Contact Info:	Overtime/Holiday Rate:
Billing Email Address:	*Mileage Reimbursement:
Timesheet Approver Email Address and Name:	First Day Details:

Supervision/Materials/Equipment: Client will provide appropriate supervision, materials and equipment to therapist.

***Mileage Reimbursement:** billed and reimbursed at IRS rate. Applicable when Contractor commutes to more than 1 working location per day.

Cancellation of Services: A minimum 20 working day written notice must be given to TherapyTravelers directly for cancellation or early termination of contract.

Payment Terms: Payment is due in full within ten (10) days of invoice. Failure to pay will result in Client being responsible for all collections costs, including, but not limited to, attorney’s fees and costs. All time over 40 hours in a workweek will be paid at time and one half (1.5) (CA – anything over 8 hours in a day will be paid at time and one half (1.5))

Conversion Terms: Client acknowledges the Therapist named herein is an employee of TherapyTravelers and that any hiring or employment scenario - permanent hire, interim, contract or otherwise - within 12 months of this placement, will be arranged through TherapyTravelers and Client agrees to pay a conversion fee of 35% of the subject Therapist’s annual salary as liquidated damages to TherapyTravelers within 30 days of being invoiced for the same. Contract conversion terms available upon request.

Client acknowledges and agrees that this Staffing Confirmation Agreement contains the specific terms of the individual contractor’s assignment for services in accordance with the terms of the TherapyTravelers Staffing Services Agreement. If there is a conflict between the terms of this Staffing Confirmation Agreement and the TherapyTravelers Staffing Services Agreement, the terms of the TherapyTravelers Staffing Services Agreement shall prevail. Unless the Client provides written notice of any objection or correction needed within the earlier of (i) ten (10) business days upon receipt of this Staffing Confirmation Agreement from TherapyTravelers, or (ii) five (5) business days prior to the start of such assignment, this Exhibit A shall be deemed accepted by the Client and be deemed a binding agreement in all respects.



Oxnard School District Rate Sheet for 2022/2023

TherapyTravelers specializes in providing highly qualified therapists to school districts across the country.

We focus on staffing the following positions: Speech Language Pathologist, Speech Language Pathologist Assistant, Speech Language Pathologist – CFY, Occupational Therapist, Occupational Therapist Assistant, Physical Therapist, Physical Therapist Assistant, Psychologist, Behavior Therapists and School Nurses.

SLP	\$92-\$118+
SLP - CFY	\$82-\$90+
SLPA	\$69-\$77+
School Psychologist	\$92-\$118+
BCBA	\$92-\$118+
Behavior Interventionalist	\$60-\$68+
Social Worker	\$92-\$118+
LMFT	\$92-\$118+
Occupational Therapist	\$92-\$108+
COTA	\$69-\$77+
Physical Therapist	\$92-\$108+
PTA	\$69-\$77+
RN	\$87-\$113+
LPN	\$61-\$72+
RBT/ABA	\$60-\$68+

Our targeted rates vary depending upon the scope of the contract, location, duration and available therapists. We can discuss them on a case by case basis and reserve the right to work outside of the quoted targeted ranges.

Regards,

Carol Cheney

President

O: 888-223-8002

www.therapytravelers.com

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #22-82 – Maxim Healthcare Staffing Services Inc. (DeGenna/Jefferson)

Maxim Healthcare Services Inc. will provide supplemental staffing to the Special Education Services Department on an “as needed” basis. Maxim Healthcare Services Inc. will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. The Special Education Services Department will provide orientation, support, facilities, and training for the following service providers:

- Speech Language Therapist
- Behavior Technicians
- Occupational Therapist
- Psychologist
- LVN

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

FISCAL IMPACT:

Not to exceed \$300,000.00 – Special Education Funds

RECOMMENDATION:

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-82 with Maxim Healthcare Staffing Services Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-82, Maxim Healthcare Services Inc. \(18 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

OSD AGREEMENT #22-82

EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 1st day of July, 2022, by and between **Oxnard School District** located at 1051 South A Street, Oxnard, CA 93030, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 735 Tank Farm Road Ste 140 San Luis Obispo, CA 93401 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in CA and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency that employs licensed clinical and other non-clinical healthcare personnel ("Personnel") to provide supplemental healthcare staffing services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect from July 1st, 2022 to June 30th, 2023.

Section 1.2 Termination. Either Party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days advance written notice of the termination date to the other Party. If termination cause is payment default, MAXIM may terminate this Agreement upon seven (7) days advance written notice of the termination date to EDUCATIONAL INSTITUTION. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services.

- A. **Supplemental Staffing Service(s).** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more Personnel as specified in Attachment "A" for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 8.8 of this Agreement, to the extent that MAXIM is unable to provide the type of Personnel requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled Personnel. EDUCATIONAL INSTITUTION understands and agrees that MAXIM must, however, bill that higher skilled Personnel at that Personnel's fair market value rate.
- B. **Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.

- Section 2.2 Clinical Personnel Requirements.** MAXIM will supply EDUCATIONAL INSTITUTION with Clinical Personnel who meet the following criteria as articulated in Attachment “B” hereto.
- Section 2.3 Non-Clinical Personnel Requirements.** MAXIM will supply EDUCATIONAL INSTITUTION with Non-Clinical Personnel who meet the following criteria as indicated in “Attachment B” hereto.
- Section 2.4 Insurance.** MAXIM will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon written request by EDUCATIONAL INSTITUTION.
- Section 2.5 Use of Contractors.** Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM’S standard screening process, as well as additional qualifications as required in this Agreement. From time to time, MAXIM may utilize the services of Contractors for reasons including, but not limited to, EDUCATIONAL INSTITUTION (i) requests Clinical Personnel who are contracted with Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners in accordance with Article 7 hereof; or (ii) makes a request resulting in an unexpected surge and need for Personnel and use of Contractors is necessary to meet the requirements under this Agreement. If MAXIM deems it necessary to obtain the services of a Contractor, MAXIM will ensure that any Contractor who is to provide Personnel to EDUCATIONAL INSTITUTION complies with all applicable terms of this Agreement. Any Clinical Personnel provided to EDUCATIONAL INSTITUTION by a Contractor will be subject to the Clinical Personnel Requirements set forth in Section 2.2 hereof.
- Section 2.6 Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its Contractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

- Section 3.1 Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy Issues and/or Concerns, (collectively “Protocol(s)”). EDUCATIONAL INSTITUTION’S responsibilities include, but are not limited to Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.12, Section 3.13, and Section 8.2 including that those Sections shall comply with this Section's referenced laws.

Responsibility for Distance Learning Service(s). EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, EDUCATIONAL INSTITUTION retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act (“FERPA”), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section’s referenced laws. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

Section 3.2 EDUCATIONAL INSTITUTION Policies and Procedures. EDUCATIONAL INSTITUTION will promptly provide Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION, including introduction to EDUCATIONAL INSTITUTION’S policies and procedures in effect while Personnel are on EDUCATIONAL INSTITUTION’S premises. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and EDUCATIONAL INSTITUTION employee), and orient Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements, including with respect to bloodborne pathogens, other emergent matters, and any of the EDUCATIONAL INSTITUTION’S specific policies and procedures provided to MAXIM for such and other purpose. Unless otherwise agreed to in writing, Personnel are directed to, and will abide by, EDUCATIONAL INSTITUTION’S policies and procedures, rules, guidelines, and protocol related to health and safety while on EDUCATIONAL INSTITUTION premises. EDUCATIONAL INSTITUTION agrees to document Personnel site specific training, which includes the date and type of training conducted. EDUCATIONAL INSTITUTION further agrees to promptly provide verification of site specific training upon MAXIM request.

Section 3.3 Requests for Per Diem Personnel. EDUCATIONAL INSTITUTION will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.

Section 3.4 Per Diem Short-notice Requests. MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for Per Diem Personnel is made less than two (2) hour(s) prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.

Section 3.5 Per Diem Personnel Order Cancellation. If EDUCATIONAL INSTITUTION changes or cancels an order for Per Diem Personnel less than two (2) hours prior to the start of a shift, MAXIM will bill EDUCATIONAL INSTITUTION for two (2) hours at the established fee for each scheduled Per Diem Personnel. MAXIM will be responsible for contacting Per Diem Personnel prior to reporting time.

Section 3.6 Placement Fee. For a period of twelve (12) months following the date on which any Personnel (i) interviewed with EDUCATIONAL INSTITUTION for purposes of EDUCATIONAL INSTITUTION determining whether to approve the Personnel to

work at EDUCATIONAL INSTITUTION under the terms of this Agreement, or (ii) last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided, or introduced, by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, onboarding, training, and employing Personnel, which necessarily includes advertisement, recruitment, interviewing, evaluation, reference checks, credentialing, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any EDUCATIONAL INSTITUTION affiliate, subsidiary, department, or division, or any other agent of EDUCATIONAL INSTITUTION (such as a recruiter) solicits, hires, or employs any Personnel, EDUCATIONAL INSTITUTION will be in material breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

In the event that EDUCATIONAL INSTITUTION hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify MAXIM, the conversion fee that applies is no less than 150% of annualized starting salary.

Section 3.7 Non-Performance. If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION agrees to cooperate in good faith with MAXIM to provide written documentation, investigative material, surveillance video footage, or other similar evidence of the misconduct to assist MAXIM in determining what, if any, corrective action should be taken. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's Services will be limited to the number of hours actually worked. MAXIM will not reassign the Personnel to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.

Section 3.8 Right to Dismiss. EDUCATIONAL INSTITUTION may request the dismissal of any Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION agrees to cooperate in good faith with MAXIM to provide additional information at the request of MAXIM to assist MAXIM in determining what, if any, corrective action may be necessary. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 Personnel Cancellation. MAXIM may cancel the remaining term of a Personnel placement with written notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.

Section 3.10 Insurance. EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of

\$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage. EDUCATIONAL INSTITUTION shall name MAXIM as an additional insured on its general liability policy.

Section 3.11 Incident Reporting and Cooperation. EDUCATIONAL INSTITUTION shall report to MAXIM in writing any incident known to involve any MAXIM Personnel (such as but not limited to, Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the Services provided by Personnel). EDUCATIONAL INSTITUTION agrees to provide MAXIM documentation, investigative materials, and other related information, and otherwise cooperate with MAXIM to investigate the incident. Complaints and grievances regarding Personnel should be reported to MAXIM within forty-eight (48) hours. Indemnity to CLIENT in Section 8.3 shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

Section 3.12 Work Environment. EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s). EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

Section 3.13 Supplies. EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) (“Supplies”) to Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal. EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third Party as a result of its failure or inability to do so.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s) to this Agreement. MAXIM will submit invoices to EDUCATIONAL INSTITUTION every week for Personnel provided to EDUCATIONAL INSTITUTION during the preceding week. Invoices shall be submitted to the following address:

**Oxnard School District
1051 South A Street
Oxnard, CA 93030
ATTN: Accounts Payable**

Section 5.2 Payment. All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.

If any portion of an amount billed by MAXIM under this Agreement is subject to a good faith dispute between the Parties, EDUCATIONAL INSTITUTION shall give written notice to MAXIM of the amounts it disputes (“Disputed Amounts”) upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. EDUCATIONAL INSTITUTION shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Section 7.16, Dispute Resolution.

Section 5.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 Annual Rate Increases. EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment “A” of this Agreement.

Section 5.5 EDUCATIONAL INSTITUTION Bankruptcy or Insolvency. EDUCATIONAL INSTITUTION agrees that in the event EDUCATIONAL INSTITUTION files bankruptcy, (i) to the extent MAXIM pays the salary and other direct labor costs of Personnel it provides to EDUCATIONAL INSTITUTION and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by EDUCATIONAL INSTITUTION to MAXIM prior to bankruptcy, and/or (ii) EDUCATIONAL INSTITUTION is the assignee of claims held by such Personnel against EDUCATIONAL INSTITUTION for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then MAXIM has a claim against EDUCATIONAL INSTITUTION in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by EDUCATIONAL INSTITUTION are released.

In the event MAXIM in good faith becomes concerned about impending bankruptcy or other insolvency by EDUCATIONAL INSTITUTION, the Parties agree that MAXIM may request in writing from EDUCATIONAL INSTITUTION a prepayment deposit in the amount equal to the average of two weeks of Services, which deposit MAXIM may apply to outstanding invoices in the event that EDUCATIONAL INSTITUTION fails to timely pay such invoices. EDUCATIONAL INSTITUTION

agrees to provide the requested prepayment deposit within five (5) days. In the event that MAXIM applies the prepayment deposit in accordance with this Section at such time that concern about EDUCATIONAL INSTITUTION's impending insolvency remains, EDUCATIONAL INSTITUTION agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

Section 5.6 Maxim Timeclock. The Parties acknowledge and agree that notwithstanding any EDUCATIONAL INSTITUTION manuals, instructions, or other EDUCATIONAL INSTITUTION policies notwithstanding, MAXIM reserves the right to utilize Maxim Timeclock, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to EDUCATIONAL INSTITUTION via Maxim Timeclock. EDUCATIONAL INSTITUTION will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. EDUCATIONAL INSTITUTION approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between EDUCATIONAL INSTITUTION and MAXIM; notwithstanding this, EDUCATIONAL INSTITUTION and MAXIM agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

ARTICLE 6. ASSIGNMENT SERVICES

Section 6.1 Assignment Services. As part of the Services outlined herein, MAXIM provides Assignment Services and agrees to assign Travel Assignment Personnel and/or Local Assignment Personnel to work such specified assignments as agreed to by the Parties. To the extent Assignment Personnel are assigned, the terms of this Article shall apply as indicated.

Section 6.2 Interviews. MAXIM will provide EDUCATIONAL INSTITUTION with names of Assignment Personnel interested in providing Travel Assignment Services or Local Assignment Services, as applicable, and will provide all pertinent information requested by EDUCATIONAL INSTITUTION for an interview. EDUCATIONAL INSTITUTION reserves the right to conduct a telephone interview with any Assignment Personnel prior to accepting such Assignment Personnel to provide Assignment Services. If EDUCATIONAL INSTITUTION requests a face-to-face interview for Travel Assignment Personnel, MAXIM will bill EDUCATIONAL INSTITUTION for cost of travel, lodging, and reasonable per diem expenses. EDUCATIONAL INSTITUTION has the opportunity to interview all interested Assignment Personnel recruited by MAXIM, before said Assignment Personnel provide Assignment Services. Therefore, MAXIM will not have any liability to EDUCATIONAL INSTITUTION if said Assignment Personnel fails to meet EDUCATIONAL INSTITUTION'S requirements, without limitation. Additionally, EDUCATIONAL INSTITUTION will not be relieved of paying MAXIM the established fees set forth in this Agreement for said Assignment Personnel.

Section 6.3 Travel Coordination. MAXIM shall be solely responsible for coordinating Travel Assignment Personnel's travel assignments to EDUCATIONAL INSTITUTION including housing, payroll and related functions.

Section 6.4 Assignment Cancellation. MAXIM may cancel the remaining term of an Assignment Personnel with written notification to EDUCATIONAL INSTITUTION. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Assignment Personnel within fourteen (14) days from the date of notification.

- Section 6.5 Assignment Continuation.** EDUCATIONAL INSTITUTION agrees that all Assignment Personnel introduced by MAXIM and/or accepted for assignment by EDUCATIONAL INSTITUTION, will continue to work future EDUCATIONAL INSTITUTION assignments solely as employees of MAXIM, or if applicable, Contractor, during the term of this Agreement.
- Section 6.6 Assignment Cancellation for Convenience.** EDUCATIONAL INSTITUTION agrees to utilize Assignment Personnel for the specified period of time outlined in the Assignment Confirmation. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Assignment Personnel already being utilized on contract, EDUCATIONAL INSTITUTION must give MAXIM fourteen (14) days' notice before cancellation date. If EDUCATIONAL INSTITUTION does not provide required notice, EDUCATIONAL INSTITUTION will be required to pay MAXIM a fee equal to: the sum of seventy-two (72) hours of such Assignment Personnel's rate subtracted by any hours worked by Assignment Personnel after notice is given (calculated as Assignment Bill Rate x 72 Hours - Hours Worked after cancelation notice). MAXIM will make reasonable effort to place Assignment Personnel in other facilities in the area
- Section 6.7 Incorporation of Assignment Confirmations.** EDUCATIONAL INSTITUTION agrees that any Assignment Confirmation(s) and/or Attachment(s) attached hereto are incorporated herein by reference and form a part of this Agreement. If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) and/or Attachment(s) will govern.

ARTICLE 7. LOCUM TENENS COVERAGE

- Section 7.1** Should EDUCATIONAL INSTITUTION request Locum Tenens coverage from MAXIM, the Parties shall enter into a separate Service Agreement for Locum Tenens Coverage in the form of Attachment [___]. The terms set forth in Attachment [___] will govern the provided coverage and are incorporated herein by this reference.

ARTICLE 8. GENERAL TERMS

- Section 8.1 Independent Legal Entities.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.
- Section 8.2 Assignment of Agreement.** Neither Party may assign this Agreement without the prior written consent of the other Party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a Party; provided however, the assigning Party will provide notice of such transaction to the other Party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 8.3 Indemnification.** MAXIM agrees to indemnify and hold harmless CLIENT, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. MAXIM will not indemnify EDUCATIONAL

INSTITUTION for any action or inaction or liabilities asserted against them for the negligent performance of MAXIM, its directors, officers, employees or agents that are acting under the control, direction or authority of the EDUCATIONAL INSTITUTION.

In addition to the indemnities set forth in Attachment "B" incorporated herein, if applicable, EDUCATIONAL INSTITUTION shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnitees") for negligent acts, errors, or omissions of EDUCATIONAL INSTITUTION or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnitees in a claim or suit.

Section 8.4 Attorneys' Fees. In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

Section 8.5 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

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

Maxim Healthcare Staffing Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

Maxim Healthcare Staffing Services, Inc.
735 Tank Farm Road Ste 140
San Luis Obispo, CA 93401
ATTN: **Mark Wrightson**

Section 8.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 8.7 Entire Contract; Counterparts. This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 8.9.

Section 8.8 Availability of Personnel. The Parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to

EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.

Section 8.9 Compliance with Laws. MAXIM agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

Section 8.10 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when a EDUCATIONAL INSTITUTION employee or Personnel has professional or personal interests that compete with his/her services to or on behalf of MAXIM or EDUCATIONAL INSTITUTION, or the best interests of patients. Such competing interests may make it difficult for the EDUCATIONAL INSTITUTION employee or Personnel to fulfill his or her duties impartially.

Section 8.11 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 8.12 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 8.13 Limitation on Liability. Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other Party may incur or experience in connection with this Agreement or the Services provided, however caused, even if such Party has been advised of the possibility of such damages. In addition, MAXIM will not be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the EDUCATIONAL INSTITUTION may incur or experience in connection with any waivers or elections to proceed under Attachment "B." MAXIM's indemnity obligations under Section 8.3. are limited to any jurisdiction specific cap for medical malpractice claims or liabilities.

Section 8.14 Amendments. All terms of a later signed EDUCATIONAL INSTITUTION Staffing Agreement will supersede a prior signed EDUCATIONAL INSTITUTION Staffing Agreement.

Section 8.15 Dispute Resolution. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the

date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

ARTICLE 9. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 9.1 Confidentiality.

- A. **MAXIM/EDUCATIONAL INSTITUTION Information.** The Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information of the other Party that is confidential and constitutes valuable, special, and unique property of the Party. Each of the Parties agrees that neither it nor its staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to its duties for or on behalf of the other Party, any secret, confidential information of the Party, including, without limitation, information with respect to the Party's students, costs, prices, and treatment methods at any time used, developed or made by the Party during the term of this Agreement and that is not available to the public, without the other Party's prior written consent.

Notwithstanding any other provision of this Agreement, EDUCATIONAL INSTITUTION will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If EDUCATIONAL INSTITUTION files a lawsuit for retaliation by MAXIM for reporting a suspected violation of law, FACILY may disclose MAXIM's trade secrets to EDUCATIONAL INSTITUTION'S attorney and use the trade secret information in the court proceeding if EDUCATIONAL INSTITUTION files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

- B. **Disclosure of MAXIM/EDUCATIONAL INSTITUTION Partnership.** From time to time, MAXIM lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in 9.1(C) and/or 9.2 of this Agreement. EDUCATIONAL INSTITUTION agrees that MAXIM may disclose the partnership between MAXIM and EDUCATIONAL INSTITUTION, and use EDUCATIONAL INSTITUTION's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the MAXIM/EDUCATIONAL INSTITUTION partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.
- C. **Student Information:** In the event that Maxim receives student information, including student financial or medical information, Maxim shall not disclose any individual student records, including student financial or medical information to any third-party, except where permitted or required by law or where such disclosure is

expressly approved by EDUCATIONAL INSTITUTION, MAXIM, and student in writing. Further, each Party and its employees shall comply with the other Party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH"). In accordance with FERPA, Maxim may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If MAXIM is provided access to students' educational records, MAXIM shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. MAXIM shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended. Maxim reserves the right to retain any Student Education Records for the length of time necessary to meet Maxim's contractual and legal commitments.

- D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 9.2 HIPAA/FERPA/HITECH Obligations. Each Party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other Party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the Parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations. EDUCATIONAL INSTITUTION and MAXIM agree to promptly inform the other Party to the extent such records are requested by an agency or in a judicial proceeding so the Party can determine whether to object or otherwise seek a protective order over the requested records or information.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the Parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the Parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") and/or any student education records are created, viewed, used, maintained, and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The Parties further acknowledge that PHI is not exchanged between the Parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Data Security. EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to Personnel as it relates to EDUCATIONAL INSTITUTION's privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by Personnel and that in terms of Personnel placed in EDUCATIONAL INSTITUTION's physical or

technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable information (“PII”) or Protected Health Information (“PHI”) viewed, created, accessed, and/or stored by Personnel would be done solely in the EDUCATIONAL INSTITUTION’s technical environment. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while Personnel is providing remote service(s).

Notwithstanding the foregoing, MAXIM and all Personnel provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and the Personnel, including without limitation HIPAA, FERPA, and HITECH.

ARTICLE 10. MAXVIEW

Section 10.1 Definitions.

(a) “Job Posting” means an electronic requisition entered into MaxView that sets forth a position for which EDUCATIONAL INSTITUTION desires Personnel to perform Services.

(b) “MaxView” means an internet-based application software program provided by the System Administrator and utilized by MAXIM in conjunction with providing Personnel to work in various areas of EDUCATIONAL INSTITUTION under the EDUCATIONAL INSTITUTION Contract.

(c) “System Administrator” means the provider of MaxView in connection with the provision by MAXIM of Personnel to work in various areas of under the EDUCATIONAL INSTITUTION Contract.

(d) “Timecard Application” means a function in MaxView whereby Personnel are able to enter the hours worked while providing Services and EDUCATIONAL INSTITUTION managers or dually authorized personnel are able to review the submitted hours for approval.

(e) “Terms & Conditions” means terms & conditions for use of MaxView/MAXIM proprietary systems, which will govern use of Maxim’s systems, databases, and platforms which defines and establishes the rules of use. Maxim reserves the right to modify said terms and & conditions, without notice to EDUCATIONAL INSTITUTION. Said terms & conditions are incorporated by and thru this agreement, and are located at the following address: [WEBSITE]. EDUCATIONAL INSTITUTION will not permit use of MaxView or MaxView Services in any manner by a third party; send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; interfere with or disrupt the integrity or performance of MaxView or data contained therein; attempt to gain unauthorized access to MaxView or its related systems or networks; or provide or disclose to, or permit use of MaxView other than authorized users.

Section 10.2 Contract Service Acquisition Web Application. Unless otherwise specified by MAXIM, Job Postings for available Personnel positions will be posted by EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION will be granted access to MaxView for the purpose of reviewing and modifying the quantity of open Job Postings available with EDUCATIONAL INSTITUTION, and entering information regarding Personnel on assignment with EDUCATIONAL

INSTITUTION. MAXIM is granting EDUCATIONAL INSTITUTION a non-exclusive, non-transferable right to access and use MaxView and receive the Services in accordance with the Agreement solely for EDUCATIONAL INSTITUTION's internal business and staffing purposes.

- Section 10.3 Proposed Candidates.** MAXIM shall provide the following information with respect to each candidate it enters into MaxView or otherwise provides to EDUCATIONAL INSTITUTION under this Agreement: (i) name; (ii) resume and job qualifications; (iii) proposed billing rate; and (iv) such other information as may be required in the Job Posting for such assignment. The billing rate shall not exceed the maximum billing rate specified in the Job Posting or MaxView for the applicable assignment category. EDUCATIONAL INSTITUTION will notify MAXIM through MaxView, if MAXIM's candidate has been preliminarily selected to fill an available Job Posting. Upon receipt of such notice, Personnel shall undertake the pre-assignment steps set forth in Maxim's policies and procedures, and this Agreement to satisfy the EDUCATIONAL INSTITUTION's requirements and any additional standards set forth in the Job Posting. Prior to the start of any assignment, Maxim will confirm through Maxview that these pre-assignment steps have been successfully completed.
- Section 10.4 Job Posting Cancellation.** At EDUCATIONAL INSTITUTION's request, MAXIM will cancel, without charge, any Job Posting for Services at any time prior to commencement of the Services by the Personnel.
- Section 10.5 Assignment Cancellation.** EDUCATIONAL INSTITUTION may end an assignment at any time by giving notice to MAXIM in MaxView, and MAXIM will give Personnel the applicable advance notice of the end of an assignment as given to MAXIM by EDUCATIONAL INSTITUTION. In any instance of an assignment cancellation, EDUCATIONAL INSTITUTION's obligation shall be to forward Maxim payments for the Services rendered by such Personnel pursuant to this Agreement prior to discontinuation of the Assignment. Such payment shall be made in accordance with Article 5 of this Agreement.
- Section 10.6 Removal of Personnel.** EDUCATIONAL INSTITUTION acknowledges and agrees that the Personnel shall be subject to the continuing approval of EDUCATIONAL INSTITUTION. If at any time EDUCATIONAL INSTITUTION, in its reasonable judgment, determines that Personnel is inadequate, unsatisfactory or has failed to comply with EDUCATIONAL INSTITUTION or MAXIM rules, regulations, or policies, EDUCATIONAL INSTITUTION shall so advise MAXIM immediately.
- Section 10.7 Bill Rates; Expenses.** Hourly rates, premium rate multipliers, shift premiums, travel and per diem reimbursement, expense reimbursement and the terms and conditions applicable thereto will be set forth in MaxView.
- Section 10.8 Use of Contractors in MaxView.** From time to time, MAXIM may utilize the services of Contractors to meet the requirements under this Agreement. If MAXIM deems it necessary to obtain the services of a Contractor, MAXIM will ensure that any Contractor who is to provide Personnel to EDUCATIONAL INSTITUTION complies with all applicable terms of this Agreement including, but not limited to Section 2.5.
- Section 10.9 Disclaimer of MaxView.** MaxView is provided to EDUCATIONAL INSTITUTION free of charge and is provided on an "as is" basis and with all faults and defects without warranties of any kind, either express or implied. To the extent permitted by law, MAXIM disclaims all other warranties, express or implied, including, without limitation, duties, conditions, and representations that are not expressly set forth in this Agreement or the terms & conditions as described in Section 10.1.(e) of this Agreement, with respect to MaxView, or any use thereof.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

OXNARD SCHOOL DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

Signature

Lisa A. Franz, Director, Purchasing

Printed Name & Title

Date

Signature

Printed Name & Title

Date

ATTACHMENT A
Oxnard School District **STAFFING RATES**

Annual Rate Increase. An annual rate increase of N/A% will be added to each services type listed above every year on N/A.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours, unless applicable state law requires a different rate.

Rates. Charges will be based on the following hourly rate schedule effective 7/1/2022:

Service	Rate (per hour)
BCBA	\$120-\$130
BCaBA	\$90
Behavior Tech	\$52
LVN	\$70
Para Educator/Instructional Aide	\$37
CNA	\$45
PT/OT	\$100-\$115
COTA	\$70
RN	\$85-\$105
School Psychologist	\$120-\$130
SLP	\$110-\$120
SLPA	\$70
Social Worker	\$100-\$115
SPED Teacher	\$80-\$90

MAXIM follows applicable local, state, and federal law. To the extent any of the provisions herein conflict with applicable law of where services are performed, MAXIM will follow the applicable local, state, and federal law.

OXNARD SCHOOL DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

Signature
Lisa A. Franz, Director, Purchasing

Printed Name & Title

Date

Signature

Printed Name & Title

Date

Attachment "B"
PRE-ASSIGNMENT SCREENING

- I. **Clinical Personnel Requirements.** Unless the EDUCATIONAL INSTITUTION requests in writing that the provisions of Section III hereof apply, MAXIM will supply EDUCATIONAL INSTITUTION with Clinical Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:
 - a. Proper work authorization documentation
 - b. Possess current state professional licensure, certification, and/or licensure
 - c. Possess CPR certification as applicable
 - d. Completed health screening requirements as applicable
 - e. Tuberculosis screening
 - f. Possess relevant professional and specialty experience and verify employment history
 - g. Possess current skills competency to include written exam and self-skills assessment
 - h. MAXIM standard OSHA and HIPAA training
 - i. Office of the Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE)

- j. General Services Administration's (GSA) Excluded Parties List System (EPLS)
- k. National Sex Offender Public Website (NSOPW)
- l. State Specific Exclusion, as applicable
- m. Criminal background report
- n. Abuse and Neglect registry or similar databases as required
- o. Drug screenings if requested in writing by EDUCATIONAL INSTITUTION

II. **Non-Clinical Personnel Requirements.** Unless the EDUCATIONAL INSTITUTION requests in writing that Section III hereof apply, MAXIM will supply EDUCATIONAL INSTITUTION with Non-Clinical Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- a. Proper work authorization documentation
- b. Tuberculosis screening as required
- c. Office of the Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE)
- d. General Services Administration's (GSA) Excluded Parties List System (EPLS)
- e. National Sex Offender Public Website (NSOPW)
- f. State Specific Exclusion, as applicable
- g. Criminal background report
- h. Abuse and Neglect registry or similar databases as required
- i. Drug screenings if requested in writing by EDUCATIONAL INSTITUTION

III. **EDUCATIONAL INSTITUTION Criminal Background Report.** In the event that EDUCATIONAL INSTITUTION requires its own criminal background screening for MAXIM Personnel, EDUCATIONAL INSTITUTION shall provide MAXIM with a copy of the results and/or report, or the "Clear" or "Not Clear" status. EDUCATIONAL INSTITUTION agrees that Personnel may begin assignment following completion of a successful EDUCATIONAL INSTITUTION background screening.

OXNARD SCHOOL DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

Signature

Signature

Lisa A. Franz, Director, Purchasing
Printed Name & Title

Printed Name & Title

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2021

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

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

PRODUCER Altus Partners, Inc 201 King of Prussia Road Suite 100 Radnor PA 19087	CONTACT NAME: COI PHONE (A/C, No, Ext): (610)526-9130 E-MAIL ADDRESS: coi@altuspartners.com		FAX (A/C, No): (610)526-2021
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Maxim Healthcare Staffing Services, Inc. 7227 Lee DeForest Drive Columbia MD 21046	INSURER A: Lloyds of London		2623/623
	INSURER B: ACE Amercian Insurance Company		22667
	INSURER C: Indemnity Ins. Co. of North America		43575
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 21-22 MHSS + XS

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 checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$3,000,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HC2100107	11/30/2021	11/30/2022	EACH OCCURRENCE	\$ 3,000,000	
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000	
						Products Exclusion	PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 3,000,000	
							PRODUCTS - COMP/OP AGG	\$ 3,000,000	
								\$	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			H25546726 (Hired/Non-Owned)	11/30/2021	11/30/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
								BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
							\$		
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			HC2100107	11/30/2021	11/30/2022	EACH OCCURRENCE	\$ 10,000,000	
								AGGREGATE	\$ 10,000,000
							\$		
C	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 <input checked="" type="checkbox"/> N	N/A	C68925708 (AOS)	11/30/2021	11/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
				C68925745 (CA & MA)	11/30/2021	11/30/2022	E.L. EACH ACCIDENT	\$ 1,000,000	
				C68925629 (WI)	11/30/2021	11/30/2022	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
				C68925666 (Excess OH/WA)	11/30/2021	11/30/2022	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
A	Professional Liability			HC2100107 (\$4M SIR)	11/30/2021	11/30/2022	\$4,000,000 per claim \$4,000,000 per aggregate		

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

Certificate is issued as evidence of insurance per policy terms, conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

For Information Purposes Only

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

Krista Dean/KMD

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #22-83 – CompHealth Medical Staffing (DeGenna/Jefferson)

CompHealth Medical Staffing will provide temporary service to Oxnard School District students consistent with the student's Individualized Education Program (IEP), which may include direct and consultative services as needed for the positions listed. Additionally, CompHealth Medical Staffing may conduct assessments, write assessment reports, attend and present at IEP meetings, develop goals, and monitor progress on goals.

Service providers may include:

- Physical Therapist
- Speech Language Pathologist
- COTA/PT

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

FISCAL IMPACT:

Not to exceed \$140,000.00 (per attached Rate Sheet) – Special Education Funding

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-83 with CompHealth Medical Staffing.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-83, CompHealth Medical Staffing \(7 Pages\)](#)
[Rate Sheet \(1 Page\)](#)

**ALL INCLUSIVE AGREEMENT
FOR TEMPORARY HEALTHCARE PROFESSIONAL COVERAGE**

This All Inclusive Agreement for Temporary Healthcare Professional Coverage (“Agreement”) by and between Oxnard School District (“Client”), a nonprofit organization, with its principal place of business located at 1051 S A St, Oxnard, CA 93030, and CompHealth Medical Staffing (“CompHealth”), with its principal place of business located at 5557 28th Street, Ste. B, PMB 318, Grand Rapids, MI 49512 (collectively the “Parties” and each individually a “Party”) is hereby entered into, made and effective as of July 1, 2022 (“Effective Date”).

Section A, Intent of Agreement

CompHealth is a temporary allied healthcare professional staffing company. Client is in need of temporary staffing services. By this Agreement, the Parties intend that CompHealth may present healthcare professionals (“Provider(s)”) to provide clinical services to Client and those worksites as directed by Client on a temporary basis (“Provider Coverage”) for the time periods requested by Client (“Assignment(s)”). Therefore, this Agreement describes the relationship between the Parties with respect to Provider Coverage.

Section B, Duties of CompHealth

B.1 Arrangement of Assignments

Client may request an unlimited number of Assignments hereunder. Once arrangements have been made for a Provider to furnish Provider Coverage in response to a requested Assignment, and upon Client’s verbal acceptance of said Provider and Fees for the same (as defined below), the requested Assignment shall be binding upon Client and CompHealth will confirm the Assignment in writing (“Confirmation”). Confirmations shall be deemed received upon sending. Each Confirmation shall include the name and specialty of Provider furnishing services hereunder, the dates and location of the Assignment, the applicable Fees for the Assignment, the applicable Recruitment Fee (as defined below) for the Assignment and deviations to this Agreement for the related Assignment, if any. Client may object in writing to incorrect Confirmations promptly upon receipt, but in any event no later than three (3) business day(s) after receipt. In the event Client objects to any Confirmation, CompHealth shall either correct the error or the Parties shall in good faith work to resolve any disagreement and a corrected Confirmation shall be issued once the Parties reach Agreement. All Assignments are binding and subject to the cancellation provisions below once Client has verbally accepted a Provider. CompHealth’s failure to send a Confirmation or any incorrect, incomplete or delayed Confirmations will not create a right of cancellation. If any changes or additional arrangements are made to/for an Assignment after a Confirmation has been issued, a subsequent Confirmation will be issued which reflects the changes or additional arrangements. Confirmations last in time shall be binding.

B.2 Providers as Employees of CompHealth

Each Provider is an employee of CompHealth and CompHealth shall therefore be responsible for compensating Providers directly. CompHealth’s obligation to compensate Providers includes the obligation to pay employment taxes and furnish Worker’s Compensation coverage and other insurance as required by law. Providers are required to notify CompHealth in the event they are injured while on an Assignment.

B.3 Licensure, Competency

CompHealth shall require each Provider furnishing Provider Coverage hereunder to be appropriately licensed. Provider shall be responsible for maintaining his or her license in good standing, if applicable. Each Provider furnished by CompHealth will have been tested for competency prior to beginning an Assignment. CompHealth will furnish each Provider with orientation. The performance of Providers will be evaluated by CompHealth and training resources will be made available to each Provider.

B.4 Assignment of Billing Rights, Chart Documentation

Fees due from patients as a result of Provider Coverage belong to Client. CompHealth agrees to direct Providers to promptly execute such documents as are reasonably required to assign billing rights to Client. CompHealth directs Providers to promptly complete chart documentation. Client shall furnish Provider with orientation to Client’s charting processes at the start of an Assignment and furnish Provider adequate time to complete charting during the Assignment. Client shall

promptly inform CompHealth if any medical records are incomplete to allow CompHealth the opportunity to resolve the issue prior to the Provider's departure from the Assignment. Client shall take all reasonable measures to complete transcription prior to Provider's departure from an Assignment.

B.5 Professional Liability Insurance

CompHealth shall provide professional liability insurance coverage for each Provider while on Assignment with Client to cover all incidents which may occur during an Assignment, regardless of when a claim is made, in limits of \$1,000,000 per incident and \$3,000,000 in the annual aggregate or such limits as may be required by law. Insurance coverage is subject to the terms of the policy and covers medical malpractice only. Client agrees that it will not request Provider to furnish administrative services under this Agreement. Administrative services are defined as anything that is outside the scope of actual delivery of healthcare services directly to a patient (including, but not limited to, planning, organizing, directing and controlling business operations).

B.6 General Liability Insurance

CompHealth shall provide general liability insurance to cover each Provider while on Assignment with Client in limits of \$1,000,000 per incident and \$3,000,000 per annual aggregate. Insurance coverage is subject to the terms of the policy.

Section C, Duties of Client

C.1 Client to Notify of Acceptability of Providers

In response to Client's request for Provider Coverage and subject to availability, CompHealth will present Providers to Client for consideration. Client has the right to reject any Provider so presented. Confirmations shall not be issued until Client has verbally accepted the Provider presented and has verbally agreed to the applicable Fee(s) and Recruitment Fee.

C.2 Client to Furnish Practice Description, Establish Work Schedule and Furnish Equipment & Supplies, Reassignment (Floating)

For each Assignment, Client shall provide a practice description ("Practice Description"). Client agrees to not request Provider to perform work which materially deviates from the Practice Description. In the event a Provider is asked to float, Client agrees to not reassign Provider to perform work not contemplated by the Practice Description. For each Assignment, Client shall provide each Provider with a reasonable work schedule. Client acknowledges and agrees that it is responsible for its facilities, equipment, practice methods and environment, protocols, staffing levels, privileging and related matters and that CompHealth does not direct, control nor have any responsibility for such matters. Client shall be responsible to provide each Provider with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment in compliance with acceptable ethical, medical and legal standards. Client agrees to be responsible for payment of the costs associated with obtaining privileges, if any, for each Provider that furnishes Provider Coverage hereunder.

C.3 Housing, Travel Arrangements & Per Diem Allowance

With the exception of cancellation circumstances as described in Section E.1, Fees are all inclusive and will include all per diem charges. The Parties agree that for each Assignment confirmed under this Agreement Client agrees to reimburse CompHealth through the all inclusive bill rate for all meal, incidental and lodging per diem allowances paid by CompHealth to any of its Providers providing services to Client under this Agreement. CompHealth shall provide Client with information detailing the per diem allowances on a report referenced and included as a part of each invoice as further outlined below in Section D.1. The per diem report shall contain the names of each CompHealth Provider who received per diem allowances during the period referenced on the invoice, as well as the aggregate amount of those allowances during the billing period. Each such per diem report shall be deemed to be incorporated by reference into the applicable invoice and read as a part thereof.

C.4 Practice Standards

Client shall comply with all applicable OSHA, federal, state, local and other professional standards, laws, rules and regulations relating to patient care and work environment. CompHealth will direct Providers to comply with Client's policies and procedures and all applicable professional standards, laws, rules, and regulations. It is Client's responsibility to inform Providers of Client policies and procedures.

C.5 Risk Management and Incident Reporting Cooperation

Client agrees to cooperate with CompHealth's reasonable risk management and quality assurance activities. Should Client become aware of an incident or claim which may give rise to a claim under CompHealth's professional liability policy of insurance, Client agrees to promptly notify CompHealth of the nature of the claim and report all necessary information related to the claim. Client understands and agrees that failure to report an incident may result in loss of coverage. The obligations of this Section C.5 shall survive any termination of this Agreement. CompHealth has in place a formal Risk

Management Protocol (“Protocol”), which policy details how incidents are reported, tracked and documented. The Protocol is available for review by Client upon request.

C.6 Change in Worksite Location

Should Client wish to change the location of the worksite during any Assignment, it agrees to secure CompHealth’s advance permission. In the event that Client wishes to change the location of the worksite, and such change results in the Provider having to commute more than thirty (30) minutes or thirty (30) miles from Provider’s housing accommodations, then the Parties shall mutually agree upon a resolution that fairly compensates CompHealth and Provider for the change, which may include but is not necessarily limited to charges for Costs (as defined in Section E.1 below) incurred in securing housing accommodations closer to the new worksite.

C.7 Competency

Client shall furnish Providers with orientation, competency assessment and training equivalent to that provided to Client’s own employees upon Provider’s arrival at Client’s facility.

C.8 Telemedicine

If Client requests that Provider perform remote diagnosis and treatment of patients by means of telecommunications technology (“Telemedicine Services”), Client understands and agrees that: (i) CompHealth’s professional liability insurance coverage specifically excludes Client-provided/approved and Provider-provided telemedicine equipment or software – such professional liability insurance covers medical malpractice only; (ii) Client will provide adequate and appropriate training in the use of telemedicine equipment and software at Client’s cost; (iii) Client shall ensure that informed consent is obtained from all patients for the treatment of such patients via telemedicine equipment or software; and (iv) Client shall ensure that adequate and reasonable precautions are taken to ensure its provided or approved telemedicine equipment or software is secure against privacy and security risks, including adhering to the applicable HIPAA Security Rule, as required.

Section D, Fees

D.1 Fee Schedule

Client shall pay CompHealth fees (“Fee(s)”) for Provider Coverage as specified in the Confirmation for the related Assignment. CompHealth is providing Client with an aggregated hourly billing rate which is inclusive of both amounts for healthcare services provided by Providers and expense reimbursements for per diem allowances paid by CompHealth to Providers (with zero percent (0%) markup). The aggregated hourly billing rate (whether set forth in the Agreement or any Confirmation thereto) is provided solely at Client’s request for Client’s cost comparison purposes and shall in no way reflect treatment of how CompHealth is paying wages to Providers and reimbursing Providers for per diem allowances.

D.2 Security Deposit

CompHealth reserves the right to require a security deposit to be held during the term of each Assignment if, in its sole discretion, Client’s credit and payment history warrant doing so. Upon termination of each Assignment, CompHealth shall apply the security deposit towards Fees related to such Assignment and refund any remaining balance.

D.3 Invoicing

Fees are invoiced weekly. Client agrees to pay all applicable sales, excise and gross receipts type taxes and/or reimburse CompHealth for such taxes. Fees are determined based upon Provider’s work record. Invoices will include other charges agreed upon in the Confirmation, if any. Payment for each one-week period is due within fifteen (15) days after the date of invoice. In the event Client learns or believes that it has made an overpayment to CompHealth on any prior invoice or overpayment of any other prior obligation, Client agrees that it shall only seek reimbursement from CompHealth for any established and proven overpayment that occurred within the six (6) months preceding the date that Client notified CompHealth of any alleged overpayments to CompHealth.

D.4 Minimum Workweek

CompHealth requires that a minimum of thirty-seven and a half (37.5) hours per week per Provider (“Minimum Fee”) be billed Client regardless of actual time worked. Therefore, if the total Fees for any one week are for less than the Minimum Fee, CompHealth will bill Client and Client agrees to pay the Minimum Fee. The Minimum Fee shall be reduced on a pro rata basis if: a) the Provider working the Assignment voluntarily misses work for any reason (e.g. if the Provider calls in sick, fails to report to work, etc.) or, b) the school is closed for any reason (e.g. inclement weather, school holidays and non-working days as referenced in school’s calendar).

D.5 Failure to Issue Confirmation

Should CompHealth fail to issue a Confirmation for any Assignment, and Provider Coverage is rendered, CompHealth’s failure shall not abrogate Client’s responsibility for payment of Fees for the Provider Coverage received. In that instance,

Fees and the Recruitment Fee (if Client or a third party offers Work, as described and defined below, to a Provider and Provider accepts) shall be charged at the current market rate as reasonably determined by CompHealth for that specialty.

Section E, Term, Cancellation and Removal of Provider

E.1 Cancellation of an Assignment

For all Assignments for which verbal acceptance of a Provider has been given by Client, Client must provide to CompHealth written and verbal notice of cancellation of an Assignment at least thirty (30) days in advance. Written notice shall be deemed to be received upon sending. In the event that Client provides (30) days advance notice of cancellation, Client shall be responsible for payment of actual fees and charges that may result from cancellation of an Assignment, including but not limited to lost rents, security deposits and airfare (“Costs”). In the event that Client provides less than thirty (30) days notice of cancellation, Client shall be responsible for payment of: a) the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (“Damages”); and b) Costs. In the event that an Assignment is scheduled less than thirty (30) days in advance and Client cancels, Client shall be responsible for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (also “Damages”) as well as Costs. Notwithstanding the foregoing, and provided that Client communicated its minimum credentialing and/or privileging requirements in writing at the time it requested an Assignment, in the event that a Provider is not granted privileges required for any Assignment or does not meet Client’s credentialing requirements, then Client shall not be liable for any Damages or Costs associated with cancellation.

E.2 Requests for Provider Coverage

CompHealth does not guarantee the ability to fill Assignments requested hereunder. Only Assignments for which a Provider has been verbally accepted by Client shall be binding upon CompHealth. If a Provider for a binding Assignment cancels, CompHealth shall exercise best efforts to present a replacement Provider but shall have no other liability.

E.3. Termination of Agreement

Either Party may terminate this Agreement or any Assignment with thirty (30) days advance written notice, subject to Section E.1 above. In the event of Client’s involvement in any bankruptcy proceeding or any other proceeding concerning insolvency, dissolution, cessation of operations, reorganization, indebtedness or the like, failure to pay monies due hereunder or other material breach, CompHealth may immediately terminate this Agreement or any Assignment with written notice. The obligation to pay monies due under this Agreement shall survive termination.

E.4 Term

The initial term of this Agreement (“Term”) shall begin on the Effective Date and continue **until June 30, 2023, unless terminated earlier in accordance with Section E.3 above.**

E.5 Removal of Provider

Should Client determine that a Provider must be removed from an Assignment for reasons related to demonstrated professional incompetence, repeated unauthorized absence or repeated unauthorized tardiness at any time during the Assignment, Client shall communicate to CompHealth the reason for the removal request in advance of removal and cooperate with CompHealth in providing necessary risk management information (if applicable) and documentation of the reasons for removal. CompHealth shall verify and assess the reason for the requested removal and promptly notify Provider of the removal. CompHealth reserves the right to first counsel Provider and provide an opportunity for Provider to correct any deficiencies prior to any such removal if, in Client’s reasonable discretion, there is no risk of patient endangerment. Neither CompHealth nor Client will remove a Provider from an Assignment for discriminatory reasons.

Section F, Later Placements

F.1 Client Offer of Position to Provider

Client agrees that should it, or any third party introduced to Provider by Client (when the introduction has been made for the purpose of enabling the third party to recruit Provider for Work or when the third party is a facility to whom Client has furnished Provider’s services), offer Work (as defined below) to any Provider introduced to Client by CompHealth during the Term of this Agreement and for a period of two (2) years after the first date of introduction to Client or, if Provider has furnished Provider Coverage for Client, for a period of two (2) years after the last day of Provider’s last Assignment with Client under this Agreement, and said offer is accepted, then Client shall pay to CompHealth as consideration for the introduction a recruitment fee in the amount as listed in the related Confirmation (“Recruitment Fee”) per Provider so hired or engaged, regardless of whether or not that Provider actually performed work for Client through CompHealth. The decision to offer a Provider Work hereunder shall exclusively be Client’s or third party’s, as applicable, and CompHealth

shall bear no liability for Client's or third party's hiring decision. If a Confirmation was never appropriate due to the fact that Client rejected a presented Provider as a candidate to provide Provider Coverage or should CompHealth fail to list a Recruitment Fee in a Confirmation, the Recruitment Fee shall be the current market rate as reasonably determined by CompHealth. The obligations of this Section F.1 shall survive termination of this Agreement.

F.2 Client Notification of Previous Knowledge of Provider

Client must inform CompHealth in writing within twenty-four (24) hours if any Provider presented by CompHealth is already known to Client through means other than CompHealth. If Client fails to so notify CompHealth, CompHealth shall be deemed to have made the introduction.

F.3 Recruitment Fee Payment Terms

Once a Provider accepts Work, the Recruitment Fee must be paid in full prior to the first day the Provider performs services in the new position. In the event the Recruitment Fee is not paid in full prior to the first day the Provider performs services in the new position, Client shall be liable for payment of the Minimum Fee per week up to the date the Recruitment Fee is paid. Once the Recruitment Fee is paid for any Provider under this Agreement, CompHealth shall not assess further Fees for that Provider and there shall be no further obligation as between CompHealth and Client with respect to that Provider.

F.4 Definition of Work

For purposes of this Agreement, "Work" shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, directly as an employee or independent contractor or indirectly when arranged through another staffing company, medical group or other entity.

Section G, Standards of Service

G.1 Medicare and Medicaid Fraud Representation

Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any individuals are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representations of each individual.

G.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

To the extent that Client may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the Parties acknowledge that a business associate agreement is not needed due to the nature of services provided by CompHealth. Specifically, the Parties acknowledge that under HIPAA, Providers provided hereunder are considered part of Client's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in Client's work environment. The Parties further acknowledge that PHI is not exchanged between the Parties in order for CompHealth to provide Providers as part of Client's temporary workforce and CompHealth will not request or receive PHI from Client without appropriate legal authority. In the event the Parties determine CompHealth is deemed to be a business associate, the Parties shall enter into a separate mutually agreed upon business associate agreement.

G.3 Availability of Books and Records

To assist Client in verification of Medicare and Medicaid reimbursable costs, and in order to fulfill HIPAA requirements, CompHealth agrees for the time period required by law after furnishing services hereunder to make available to Client and appropriate governmental authorities at CompHealth corporate offices such agreements, books, documents, and records as are required by law.

G.4 Criminal Background Check, Drug Screen, Immunization and Communicable Disease Certification

As part of the credentialing process, CompHealth will perform a criminal background check on each Provider to verify that Providers have not been convicted of a felony in any county of residence (as provided by Provider) in the last seven (7) years. CompHealth will require each Provider to submit to a drug test and will not furnish Providers who have tested positive for drug use (subject to verification of false positives as required by certain state's laws). Upon Client request, CompHealth shall also require Providers to provide CompHealth evidence of immunization and certification that Provider is free from communicable diseases which are readily transferable.

Section H, Miscellaneous Provisions

H.1 Interest and Attorney's Fees

Client agrees to pay all expenses and costs, including interest and attorneys' fees, which may be incurred if collection efforts are necessary to enforce this Agreement. Client agrees to pay interest at a rate of 1.5 percent per month on any unpaid balance, or the maximum interest rate allowed by law.

H.2 Entire Agreement, Amendments

This Agreement contains the entire agreement between CompHealth and Client relating to Provider Coverage. This Agreement supersedes all previous contracts and all prior agreements between the Parties relating to Provider Coverage. This Agreement may be limited to a particular department or division of Client if so indicated, in which case this is the entire agreement between the Parties relating to Provider Coverage for that particular department or division only and supersedes all prior agreements relating to that particular department or division only. Confirmations hereunder, which shall be in writing but shall not require a signature, may function to amend this Agreement on a per Assignment basis only. All other amendments to this Agreement must be in writing and signed by both Parties. In the event of a conflict between this Agreement and any Confirmation, the Confirmation shall control with respect to the Assignment covered by the Confirmation only.

H.3 Notices

For all notices required hereunder, including Confirmations, acceptable forms of communication include facsimile, electronic mail or letter sent via U.S. mail or express delivery. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in the introductory paragraph of this Agreement or such other address as may be designated in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder.

H.4 Severability, Successors, Discrimination, Governing Law

If any provision of this Agreement is deemed to be invalid by a court of competent jurisdiction, all other provisions will remain effective. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. This Agreement shall inure to the benefit of and bind each Party's successors in interest. Neither Party shall discriminate against any individual on the basis of race, age, gender or gender identity, disability, religion, national origin, military/veteran status, pregnancy, sexual orientation, or any other classification protected by law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah without regard to conflict of law principles. Each Party hereto irrevocably submits and consents to the exclusive jurisdiction of the state or federal courts located in Salt Lake County, Utah with respect to any matter, controversy, or dispute arising out of or related to this Agreement. The Parties further agree that venue for any legal proceeding arising out of or related to this Agreement shall be located in the state or federal courts located in Salt Lake City, Utah.

H.5 Client as Staffing Company or Medical Group Furnishing Clinical Services to Facilities

In the event that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities, Client agrees to require its clients to agree to the provisions of Sections C.2, C.4, C.5 and G.1 of this Agreement. The fact that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities shall not limit, modify or reduce any of Client's obligations hereunder.

H.6 Counterparts; Facsimile or Electronic Signature Deemed Original

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Signature to this Agreement through the use of an electronic process adopted by a Party with the intent to execute this Agreement (i.e., electronic signature) or signature transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

H.7 Use of Subcontractors

CompHealth may occasionally use subcontractors to assist it in furnishing Provider Coverage. In cases where subcontractors are used, subcontractors shall be held to the same quality standards as have been adopted by CompHealth and shall be required to meet all the requirements and perform all the obligations contained in this Agreement. CompHealth will monitor subcontractors for quality purposes.

H.8 Handwritten Revisions

Handwritten revisions made to this Agreement which are not initialed and dated by CompHealth and Client will be deemed to have been rejected.

H.9 Limitation of Liability

In no event shall either Party be liable for any indirect, exemplary, incidental, special, punitive or consequential damages (including damages to business reputation, lost business or lost profits) however caused, arising from or relating to the Agreement or any breach hereof, even if that Party has been advised of the possibility or likelihood of such damages. It is understood and agreed that "Costs" and "Damages" as defined and described in Sections C.6 and E.1 shall not be considered indirect, exemplary, incidental, special, punitive or consequential damages.

H.10 Additional Terms or Purchase Orders

The terms and conditions of any purchase order or other document issued by Client in connection with this Agreement and which are in addition to or inconsistent with the terms and conditions of this Agreement shall not be binding upon CompHealth and shall not be deemed to modify this Agreement unless the same is executed by CompHealth and Client by a duly authorized representative.

The Parties acknowledge by their signatures below that they have read, understand and agree to the foregoing All Inclusive Agreement for Temporary Healthcare Professional Coverage. By signature below, the undersigned represents that he or she has authority to bind his or her respective Party to the foregoing.

OXNARD SCHOOL DISTRICT

COMPHEALTH MEDICAL STAFFING

By: _____

By: _____

Title: **Director, Purchasing** _____

Title: _____

Date: _____

Date: _____

Printed Name: **Lisa A. Franz** _____

Printed Name: _____

95-6002318

Federal Tax I.D. #

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Rate Request: 2022-2023 School Year

Megan Gillis
5557 28th Street Ste B
PMB 318
Grand Rapids MI, 49512
(800) 634-9582 x 5015 (toll-free) / (616) 975-5015 (office) / (616) 635-3656 (cell)

July 8, 2022

Christy Garibay
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Ms. Garibay :

Per your request, here are the requested rate ranges we are proposing for the Oxnard School District for the 2022 - 2023 school year. The rates presented reflect the current housing costs in the area, experience of the Provider, and are based on 40 hours per week. The rates are flexible if your standard week falls below the standard 40! As I mentioned on the phone, we are also an NPA in the State of California. Please let me know if you have any questions!

OT	\$77 - \$82
PT	\$77 - \$82
SLP	\$81 - \$86
Bilingual SLP	\$90
COTA/PTA	\$70

I look forward to hearing from you if we can be of assistance.

Thank You!
Megan Gillis
Senior Client Representative, Schools-Based Opportunities

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #22-87 – ProCare Therapy (DeGenna/Jefferson)

ProCare Therapy will provide supplemental staffing to the Oxnard School District on an “as needed” basis in the areas of Speech Language Pathologist, Speech Language Teletherapist, Speech Language Pathologist Assistant, Physical Therapy, and School Psychologist. ProCare Therapy will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. Oxnard School district will provide orientation, support, facilities, and training for service providers.

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

FISCAL IMPACT:

Not to exceed \$280,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-87 with ProCare Therapy.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-87, ProCare Therapy \(13 Pages\)](#)

[Rate Sheet \(3 Pages\)](#)

[Certificate of Insurance \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-87

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of August 2022 by and between the Oxnard School District (“District”) and ProCare Therapy (“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 July 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.

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 Two Hundred Eighty Thousand Dollars (\$280,000.00), per attached rate sheet, unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [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: 805.487.9648

To Consultant: ProCare Therapy
5550 Peachtree Parkway
Norcross, GA 30092
Phone: (770) 710.7758
Fax: ()
Email: hannah.iverter@procaretherapy.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** DANIELLE JEFFERSON shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

PROCARE THERAPY:

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 #22-87

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-87

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 #22-87

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-87

COMPENSATION

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

Total compensation shall not exceed Two Hundred Eighty Thousand Dollars (\$280,000.00), per attached Proposal/Rate Sheet, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$280,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-87

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 #22-87

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 #22-87

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-87

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, **PROCARE THERAPY**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Helping the
smallest
dream the
biggest.



Oxnard, CA
Danielle Jefferson

Special Education Director

ProCare Therapy

ProCare Therapy is a leading provider of school-based professionals for school districts nationwide. Over the years, we've created partnerships with the industry's top school associations allowing us to recruit and train skilled healthcare professionals from a variety of sources. The focus of our efforts is to improve the quality and availability of therapy and special educational services in public schools.

At ProCare, we're professionals who *care* about what we do. We believe that reliability is not an option, simplicity is beautiful and that it's okay to stand out in a crowd, especially when you're standing out in front. As a true partner in education and one of the nation's most trusted providers of school-based therapy, we foster an environment of idea sharing, mentor support and professionalism in a positive atmosphere that begins in our administration department and continues throughout our entire organization.

ProCare's Promise

We promise to be your true partner in education. What does that mean? It means that we will work side-by-side with your current staff to help your students reach their full potential and receive the high quality of care they deserve. It means that we take it upon ourselves to be thought leaders and immerse ourselves in the education industry, staying on top of trends both nationally and locally in Virginia. It means that since 1997 we've been dedicated solely to connecting special education professionals to the school systems that need them most - and that makes us your partner, not just your provider.

ProCare's Experience

ProCare Therapy has provided school districts across the country with healthcare staffing solutions since 1997. During that time, our firm has developed long-standing relationships with clients in over 40 states. We currently provide customized healthcare staffing solutions to a total of 175 clients.

ProCare's goal is to meet the growing demand for therapy services in school districts across the country by providing unparalleled service and highly qualified candidates. We are here to be an asset to the children we serve, a partner to the schools we service and a resource for talented school professionals.

Primary Contact

To make things as simple and efficient as possible, we adopted a 'full-desk' model. With this system, our Directors of Educational Resources act as account manager and recruiter, so your needs aren't lost in translation and you have the same contact throughout the lifecycle of your account.

Hannah Ivester will work with you directly as your Director of Educational Resources. Please see below for his contact information:

Hannah Ivester
Director of Educational Resources
Phone: 770-710-7758
Hannah.Ivester@ProcareTherapy.com



1979 Lakeside Parkway, Suite 800
Tucker, GA 30084

procaretherapy.com

Hourly Rates

Service Offering	Hourly Rates
Speech Language Pathologist	\$95
Speech Language Teletherapist	\$100
Speech Language Pathologist Assistant	\$85
Physical Therapy	\$105
School Psychologist	\$115

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC P. O. Box 71429 47 Postal Parkway Newnan, GA 30271-1429	CONTACT NAME: Amber C Zell
	PHONE (A/C, No, Ext): 770-683-1000 FAX (A/C, No): 770-683-1000 E-MAIL ADDRESS: Amber.Zell@MarshMMA.com
INSURED New Direction Solutions, LLC dba ProCare Therapy 5550 Peachtree Parkway, Suite 500 Peachtree Corners, GA 30092	INSURER(S) AFFORDING COVERAGE INSURER A : Everest Indemnity Insurance Company NAIC # 10851
	INSURER B : Zurich American Insurance Company 16535
	INSURER C : Everest Denali Insurance Company 16044
	INSURER D : TDC Specialty Insurance Company 34487
	INSURER E : Lexington Insurance Company 19437
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	91MLN00259221	01/01/2022	01/01/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	c	91MLN00259221	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	X	X	91CUN05467221	01/01/2022	01/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC1126143002	01/01/2022	01/01/2023	<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
C	CL Crime			91CR000817221	01/01/2022	01/01/2023	\$3,000,000
A	Staffing Prof E&O		X	91MLN00259221	01/01/2022	01/01/2023	\$1MM/\$2MM
D	Medical Prof			MFP011882202	01/01/2022	01/01/2023	\$1MM/\$3MM

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
10 Days Notice for Nonpayment Cancellations and 30 Days Notice for all other Cancellations.
Retroactive Date for Medical Professional Liability is 01/01/2020.
General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract. The Workers Compensation policy includes an (See Attached Descriptions)

CERTIFICATE HOLDER **For Information Purposes Only**	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>PETER J. KRULSE</i>
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DESCRIPTIONS (Continued from Page 1)

Alternate Employer endorsement. Certificate Holder is/are included as Loss Payee regarding Crime Policy where required by written contract.

Auto Liability Additional Insured and Waiver of Subrogation is included per Form ECG047510115.

Professional Liability includes Additional Insured Coverage per Form HPF0100010916.

Umbrella Policy follows form over General Liability/Professional Liability policy 91MLN00259211.

EXCESS MEDICAL PROFESSIONAL LIABILITY:

Policy Number: 6798437

Carrier (E): Lexington Insurance Company

Policy Period: 01/01/2022 - 01/01/2023

LIMIT: \$9,000,000 EACH CLAIM / \$9,000,000 AGGREGATE

SEXUAL ABUSE/ MOLESATION SUBLIMIT OF \$4,000,000 EACH CLAIM / \$4,000,000 AGGREGATE

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Enrichment Agreement

Ratification of Agreement #22-94 – Wildlife Experience Inc. (DeGenna/Shea)

Wildlife Experience provided a "Wild Safari" program at Curren, Kamala, Lemonwood, and Ramona during the Summer Program.

Term of Agreement: July 8, 2022 through July 22, 2022

FISCAL IMPACT:

\$1,819.00 – ELOP Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-94 with Wildlife Experience Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-94, Wildlife Experience Inc. \(4 Pages\)](#)



CONTRACT SUBMITTED TO:

PERFORMED AT:

NAME XXXXXXXXXX Ginger Shea	LOCATION Same
SCHOOL/ORGANIZATION Kamala School	ADDRESS
ADDRESS 634 West Kamala Street	CITY, STATE, ZIP CODE
CITY, STATE, ZIP CODE Oxnard, CA 93033	DATE OF PROGRAM/TIME July 8, 2022 / 2:15 Start Time
PHONE NO FAX NO. (805) 383-1548	PRESENTER(s) Beverly Critcher and/or Tiana Tapia

We hereby propose to furnish the following program:

PROGRAM: WILD Safari
NUMBER OF PEOPLE: 100 or less
AGE GROUP: K - 2
ANIMALS: Hedgehog, Owl, Snake, Prairie Dog and Kinkajou
In the event the above stated animals are not available on the day of the presentation, Wildlife Experience will substitute animals appropriate for the program requested. Pricing in this contract is for 100 people or less in each program. A \$4.25 charge for each additional attending person will be due and payable before the start of the program(s).

INVOICE:

QTY	DESCRIPTION	PRICE	DISCOUNT	TOTAL
1	WILD Safari	\$425.00		\$425.00
	Thank You!	GRAND TOTAL		\$425.00

- Please sign this contract and send it back to us as soon as possible to confirm and secure your program date.
- Payment is accepted in check or cash.
- Payment **OR** a P.O. is due before the start of the scheduled event either with the return of this signed contract or before the presentation on the day of the event.
- A 48-hour advanced notice is required for rescheduling or canceling a program.

The above stated program information and prices are satisfactory.


 SIGNATURE (Dr. Ana DeGenna)

7/7/2022
 DATE

Respectfully Submitted: 
 Beverly R. Critcher

**CONTRACT SUBMITTED TO:****PERFORMED AT:**

NAME XXXXXXXXXX Ginger Shea	LOCATION Same
SCHOOL/ORGANIZATION Ramona School	ADDRESS
ADDRESS 804 Cooper Road	CITY, STATE, ZIP CODE
CITY, STATE, ZIP CODE Oxnard, CA 93030	DATE OF PROGRAM/TIME July 8, 2022 /12:15 Start Time
PHONE NO FAX NO. (805) 385-1569	PRESENTER(s) Beverly Critcher and/or Tiana Tapia

We hereby propose to furnish the following program:

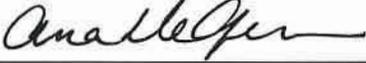
PROGRAM: WILD Safari
NUMBER OF PEOPLE: 109 Students
AGE GROUP: K - 2
ANIMALS: Hedgehog, Owl, Snake, Prairie Dog and Kinkajou
In the event the above stated animals are not available on the day of the presentation, Wildlife Experience will substitute animals appropriate for the program requested. Pricing in this contract is for 100 people or less in each program. A \$4.25 charge for each additional attending person will be due and payable before the start of the program(s).

INVOICE:

QTY	DESCRIPTION	PRICE	DISCOUNT	TOTAL
1	WILD Safari	\$425.00		\$425.00
9	Additional Students	\$ 4.25		\$ 38.25
	Thank You!	GRAND TOTAL		\$ 463.25

- Please sign this contract and send it back to us as soon as possible to confirm and secure your program date.
- Payment is accepted in check or cash.
- Payment **OR** a P.O. is due before the start of the scheduled event either with the return of this signed contract or before the presentation on the day of the event.
- A 48-hour advanced notice is required for rescheduling or canceling a program.

The above stated program information and prices are satisfactory.


SIGNATURE (Dr. Ana DeGenna)

7/7/202
DATE

Respectfully Submitted:


Beverly R. Critcher



CONTRACT SUBMITTED TO:

PERFORMED AT:

NAME XXXXXXXXXXXX Ginger Shea	LOCATION Same
SCHOOL/ORGANIZATION Bernice Curren School	ADDRESS
ADDRESS 1101 North F Street	CITY, STATE, ZIP CODE
CITY, STATE, ZIP CODE Oxnard, CA 93030	DATE OF PROGRAM/TIME July 22, 2022 / 12:15 Start Time
PHONE NO FAX NO. (805) 383-1527	PRESENTER(s) Beverly Critcher and/or Tiana Tapia

We hereby propose to furnish the following program:

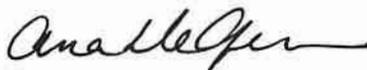
PROGRAM: WILD Safari
NUMBER OF PEOPLE: 119 or less
AGE GROUP: K - 2
ANIMALS: Hedgehog, Owl, Snake, Prairie Dog and Kinkajou
In the event the above stated animals are not available on the day of the presentation, Wildlife Experience will substitute animals appropriate for the program requested. Pricing in this contract is for 100 people or less in each program. A \$4.25 charge for each additional attending person will be due and payable before the start of the program(s).

INVOICE:

QTY	DESCRIPTION	PRICE	DISCOUNT	TOTAL
1	WILD Safari	\$425.00		\$425.00
19	Additional Students	\$ 4.25		\$ 80.75
	Thank You!	GRAND TOTAL		\$505.75

- Please sign this contract and send it back to us as soon as possible to confirm and secure your program date.
- Payment is accepted in check or cash.
- Payment **OR** a P.O. is due before the start of the scheduled event either with the return of this signed contract or before the presentation on the day of the event.
- A 48-hour advanced notice is required for rescheduling or canceling a program.

The above stated program information and prices are satisfactory.


 SIGNATURE (Dr. Ana DeGenna)

7/7/2022
 DATE

Respectfully Submitted: 
 Beverly R. Critcher



CONTRACT SUBMITTED TO:

PERFORMED AT:

NAME XXXXXXXXXX Ginger Shea	LOCATION Same
SCHOOL/ORGANIZATION Lemonwood School	ADDRESS
ADDRESS 2001 San Mateo Place	CITY, STATE, ZIP CODE
CITY, STATE, ZIP CODE Oxnard, CA 93033	DATE OF PROGRAM/TIME July 22, 2022 / 2:15 Start Time
PHONE NO FAX NO. (805) 383-1551	PRESENTER(s) Beverly Critcher and/or Tiana Tapia

We hereby propose to furnish the following program:

PROGRAM: WILD Safari
NUMBER OF PEOPLE: 100 or less
AGE GROUP: K - 2
ANIMALS: Hedgehog, Owl, Snake, Prairie Dog and Kinkajou
In the event the above stated animals are not available on the day of the presentation, Wildlife Experience will substitute animals appropriate for the program requested. Pricing in this contract is for 100 people or less in each program. A \$4.25 charge for each additional attending person will be due and payable before the start of the program(s).

INVOICE:

QTY	DESCRIPTION	PRICE	DISCOUNT	TOTAL
1	WILD Safari	\$425.00		\$425.00
	Thank You!	GRAND TOTAL		\$425.00

- Please sign this contract and send it back to us as soon as possible to confirm and secure your program date.
- Payment is accepted in check or cash.
- Payment **OR** a P.O. is due before the start of the scheduled event either with the return of this signed contract or before the presentation on the day of the event.
- A 48-hour advanced notice is required for rescheduling or canceling a program.

The above stated program information and prices are satisfactory.



 SIGNATURE (Dr. Ana DeGenna)

7/7/2022

 DATE

Respectfully Submitted: 
 Beverly R. Critcher

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #22-98 - Action Preparedness Training (DeGenna/Nocero)

Glenda C. Mahon of Action Preparedness Training will provide CPR training and First Aid training to teachers and support staff as needed for the 2022-2023 school year.

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

Term of Agreement: August 3, 2022 through June 30, 2023

FISCAL IMPACT:

The cost is \$58 per person, total amount not to exceed \$4,500.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-98 with Action Preparedness Training.

ADDITIONAL MATERIALS:

- Attached:** [Agreement #22-98, Action Preparedness Training \(13 Pages\)](#)
- [Proposal \(1 Page\)](#)
- [Certificate of Insurance \(3 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-98

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of August 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 **August 3, 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, including reimbursement for actual expenses, shall not exceed Four Thousand Five Hundred Dollars (\$4,500.00), 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: Dr. Jodi Nocero
Phone: (805) 385.1501 x2161
Fax: (805) 487.9648

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. DR. JODI NOCERO** 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 #22-98

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 #22-98

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$4,500.00 (\$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 \$4,500.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-98

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 #22-98

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 -
Pupil Services
2022-2023

May 24, 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

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

CNA93692 (11-2018)

Endorsement Date:

Master Policy: 188711433

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: August 03, 2022

Agenda Section: Section C: Enrichment Agreement

Ratification of Agreement #22-99 – Drumtime (DeGenna/Shea)

Drumtime provided thirteen 50-minute drum circles for K-2 students in the Oxnard School District during the Summer Program.

Term of Agreement: July 8, 2022 through July 29, 2022

FISCAL IMPACT:

\$3,250.00 – ELOP Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-99 with Drumtime.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-99, Drumtime \(1 Page\)](#)
[Certificate of Insurance \(2 Pages\)](#)



Invoice
Invoice DT2217
Date 6/23/22

Bill to: Oxnard School District
 Attention: Ginger Shea and Judy Orejel

Services:	Thirteen 50-minute drum circles for the K-2 Summer program for OSD. All drums, percussion, and facilitation provided by John Lacques of Drumtime.
Dates:	Fridays: July 8th 12-4:00 p.m, July 15th 12-4:00 p.m, July 22nd 2:00-4:00 p.m, and July 29th 12:00-3:00 p.m.
Rate:	\$250 for each circle@13 = \$3250.00
TOTAL DUE:	\$3250.00
Payment Terms:	<i>Payment in full is due at the end of the event.</i>
Additional Terms:	<i>Please provide chairs and appropriate space to play.</i>
Thank you for choosing Drumtime!	

Please remit payment to: Drumtime
 963 E. Virginia Terrace
 Santa Paula, CA 93060

Agreed and accepted by:

John Lacques, Drumtime

Dr. Anabolena DeGenna, Asst. Supt.,
 Name & Title **Educational Services**

Endorsement 27

NAMED INSURED: Drumtime

Blanket Additional Insured - Clients and Lessors of Premises

Page 1 of 1

In consideration of the premium charged, and on the understanding this endorsement leaves all other terms, conditions, and exclusions unchanged, it is agreed the General Liability Coverage Part is amended as follows:

I. The following are added to the end of Section III. Who is an insured:

CL-A. Clients If **you** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, any person or organization for whom **you** are performing operations is an **insured**, but only with respect to liability arising out of:

1. **your** acts or omissions or of those acting on **your** behalf; and
2. the performance of **your** ongoing operations for the additional insured.

A person or organization's status as an additional insured under this subsection CL-A ends when **your** operations for that additional insured are completed.

CL-B. Lessors of premises If **you** have agreed in a written contract or agreement to add them as an additional insured to a policy providing the type of coverage afforded by this Coverage Part, any person or organization from whom **you** lease any premises is an **insured**, but only with respect to liability arising out of the ownership, maintenance, or use of that part of the premises leased to **you**.

However, the coverage afforded to such additional insured(s) does not apply to any liability arising out of structural alterations, new construction, or demolition operations performed by or for such additional insured(s).

A person or organization's status as an additional insured under this subsection CL-B ends when **you** cease to be a tenant in the premises.

Endorsement Effective: June 23, 2022

Policy No.: P100.344.035.6


By: Kevin Kerridge
(Appointed Representative)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Enrichment Agreement

Ratification of Agreement #22-100 – Tawni’s Ponies & Petting Farm Inc. (DeGenna/Shea)

Tawni’s Ponies & Petting Farm Inc. provided a petting zoo for students in the Oxnard School District during the Summer Program.

Term of Agreement: July 8, 2022 through July 29, 2022

FISCAL IMPACT:

\$1,900.00 – ELOP Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-100 with Tawni’s Ponies & Petting Farm Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-100, Tawni's Ponies & Petting Farm Inc. \(2 Pages\)](#)
[Certificate of Insurance \(2 Pages\)](#)



Tawnis Ponies & Petting Farm, Inc.

Animal World Petting Zoo

Office 805.524.5181 Mobile 805.279.7780

Contract/ Purchase Order

Today's Date 6-28-22 Event Dates July 8, 15, 22, 29

Time of Event 12 to 4

Services Requested _____

Price \$ _____

50% deposit \$ _____ Amount Due On or Before Day of Event \$ _____

Payments accepted : Cash, Check, Venmo -Tawni Angel, Credit Card - 4% additional charge

Payment must be received on the day of the event- NO Exceptions!

Contact Name Ginger Shen Company Name Oxnard School District

Occasion Summer Camp Fridays

Guest of Honor _____ # of Guests _____

Phone# 805 385-1501 ext 2324 Mobile # #01

Email gshen@oxnardsd.org

Event Address Multiple School Sites

Street

City

Zip

Special Instructions for delivery / Cross Streets _____

Any Obstacles? Narrow Roads, Steep Hills, Sharp Turns, No Turn Around Area _____

Parking for 50 ft. Truck and Trailer? Yes No _____

Be Advised: To unload animals and set up our equipment in a timely manner, a parking area at min. 50 ft. long must be within 50 ft. of your desired set-up location or an additional \$50 fee will apply.

Setup area must be free of poisonous plants, debris and harmful insecticides.

Grass is always preferred for the petting zoo, but we can setup on concrete, asphalt or dirt for an additional charge. * please discuss location at time of booking.

Please keep in mind Loud noises such as a band, helium tank, or roller coasters, as well as balloons or other flying decorations could scare animals and ponies, making it unsafe to perform pony rides.

Our animals are very experienced safe and sweet BUT they are animals ☺

If for any of the above concerns we are unable to perform our services, the client is still liable for the full amount due of scheduled event.

Water at event Yes No _____ Shaded Area for Animals Yes No _____

Area for Animals Grass (no charge) Dirt _____ Asphalt _____ Concrete _____

Distance from trailer to party location _____ Ft. (50 ft. or more additional fee will apply)

Any Obstacles stairs, gates , trash cans, vehicles _____

Will there be any volunteers available to assist us? Yes _____ No



Tawnis Ponies & Petting Farm, Inc.
Animal World Petting Zoo

Office 805.524.5181 Mobile 805.279.7780
Contract/ Purchase Order

Please Read and Initial each section to show you have read and understand the terms and policies.

Cancellation Policy: If an animal visit gets cut short due to rain, the full amount is due. If a client cancels by 3 pm the business day before the event, client can reschedule for another date, if available, otherwise the deposit is forfeited **Unless discussed previously.**

Weight Limit: A **65 lbs. weight limit** will be enforced on pony ride No pony rides

Late Payment: Full payment is due on or before the day of the event. "Check in the Mail" will be considered late and an additional \$50 fee will be charged.

Credit Card Service Fee: We now accept Credit Card Payments with an additional 4% service charge

Parking: Please understand we need to park as close as possible with our trailer, for the safety and well being of our animals. We access the trailer for food, supplies and water throughout your event.. We appreciate your best efforts to secure a parking spot as close as possible.

Please Mail check and signed contract to:

Tawnis Ponies
202 E.Guiberson Rd.
Fillmore, CA 93015

Confirmation Signature Ana McQueen

Date 7-5-22
6-28-22

Gratuity is greatly appreciated by the staff of Tawni's Ponies 
Thank you for your Business and Referrals
We look forward to seeing you soon!!!



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2022

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 Compass Direct Insurance Services, Inc. 13681 Newport Ave., Ste 8 #622 Tustin, CA 92780 www.cdisi.com License #0H16100	CONTACT NAME: Jeremy Seltzer	
	PHONE (A/C, No. Ext): 714-665-9800	FAX (A/C, No): 714-665-9801
E-MAIL ADDRESS: jeremy@cdisi.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Evanston Insurance Company		35378
INSURED Tawnis Ponies & Petting Farm, Inc. dba: Animal World Petting Zoo 202 E. Guiberson Rd Fillmore CA 93015		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 68782379

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		3AA541150	2/10/2022	2/10/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 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	<input type="checkbox"/>	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)

Certificate holder is named as additional insured as per attached endorsements, with respects to the operations of the named insured as per contract

CERTIFICATE HOLDER

Oxnard School District
 1051 South A Street
 Oxnard CA 93003

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeremy Seltzer

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ACORD 25 (2016/03)

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662



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

Please refer to each Coverage Form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all Coverage Forms.

- A.** Who Is An Insured is amended to include as an additional insured any person or entity to whom you are required by valid written contract or agreement to provide such coverage, but only with respect to "bodily injury", "property damage" (including "bodily injury" and "property damage" included in the "products-completed operations hazard"), and "personal and advertising injury" caused, in whole or in part, by the negligent acts or omissions of the Named Insured and only with respect to any coverage not otherwise excluded in the policy.

However:

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

Our agreement to accept an additional insured provision in a valid written contract or agreement is not an acceptance of any other provisions of such contract or agreement or the contract or agreement in total.

When coverage does not apply for the Named Insured, no coverage or defense will apply for the additional insured.

No coverage applies to such additional insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the additional insured to indemnify another because of damages arising out of such injury or damage.

- B.** With respect to the insurance afforded to these additional insured, the following is added to limits of insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the valid written contract or agreement; or
 2. Available under the applicable limits of insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance shown in the Declarations.

All other terms and conditions remain unchanged.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section C: Enrichment Agreement

Ratification of Agreement/MOU #22-101 – Mobile Zoo of Southern California (DeGenna/Shea)

Mobile Zoo of Southern California provided "Barnyard Bonanza Petting Zoo" and "Cool Critters Show" for students at Curren, Kamala, and Ramona during the Summer Program.

Term of Agreement: July 8, 2022 through July 29, 2022

FISCAL IMPACT:

Not to Exceed \$5,891.00 – ELOP Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #22-101 with Mobile Zoo of Southern California.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-101, Mobile Zoo of Southern California \(1 Page\)](#)
[Certificate of Insurance \(1 Page\)](#)

AGREEMENT/MOU #22-101

Mobile Zoo of Southern California

And

Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between Mobile Zoo of Southern California and the Oxnard School District, located at 1051 South A Street, Oxnard, CA 93030.

Description of Services:

- A. Mobile Zoo of Southern California agrees to provide a Barnyard Bonanza Petting Zoo (Double Sized), and a Cool Critters Show for students as follows:

Curren Elementary School - Friday, July 8, 2022 - 12:00pm-4:00pm
 Kamala Elementary School – Friday, July 22, 2022 – 12:00pm-4:00pm
 Ramona Elementary School – Friday, July 29, 2022 – 12:00pm-4:00pm

Compensation: The Oxnard School District will pay Mobile Zoo of Southern California a fee of \$5,891.00.

Authorized Approval:

Mobile Zoo of Southern California:

Nancy True
 Signature

Nancy True - Mobile Zoo of Southern California, Inc.

Typed Name/Title

July 11, 2022

Date

Oxnard School District:

Anabolena DeGenna
 Signature

Dr. Anabolena DeGenna, Asst. Supt.
 Educational Services

Typed Name/Title

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/17/2022

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

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

PRODUCER Specialty Insurance, LTD. P.O. Box 16901 West Haven, CT 06516	CONTACT NAME: Michael Plouffe PHONE (A/C, No. Ext): 203-931-7095 E-MAIL ADDRESS: certificates@specialtyinsuranceltd.com	FAX (A/C, No): 203-931-0682	
	INSURER(S) AFFORDING COVERAGE		
INSURED Mobile Zoo of Southern California and Nancy True Fitness c/o Nancy True 20975 Sky Ridge Road Desert Hot Springs, Ca 92241	INSURER A: United States Fire Insurance Co.		NAIC # 21113
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		USP345897	10/24/21	10/24/22	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> 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						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Accident Medical			US1342931	10/24/21	10/24/22	Max. Benefit	\$10,000
A	Abuse & Molestation				5/4/22	10/24/22	Aggregate	\$100,000

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

Additional Insured: The certificate holder is added as an additional insured but only with respect to the operations of the named insured during the policy period.

CERTIFICATE HOLDER Oxnard Unified School District 1051 South A Street Oxnard, CA 93003	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael H. Plouffe
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 03, 2022

Agenda Section: Section C: Personnel Agreement

Ratification of Agreement #22-102 – National University (Torres/Batista)

This is a Paid Internship Credential Program Agreement between National University and the Oxnard School District (OSD). OSD agrees to host National University students that are certified as qualified and competent by National University and provide intern services through the various educational programs as outlined in the agreement.

Term of Agreement: July 1, 2022 through June 30, 2025

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #22-102 with National University.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-102, National University \(8 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)



PAID INTERNSHIP CREDENTIAL PROGRAM AGREEMENT

This agreement, effective on July 01, 2022, made by and between National University, a California non-profit public benefit corporation (the "University") and Oxnard School District, who have partnered for the purpose of providing contractual services for students, or state-supported TK-12 educational service unit, which is located at 1051 South A St, Oxnard, CA 93030-7442, USA (individually or collectively, "Institution"), with reference to the following facts:

RECITALS

- A. University is accredited by WASC Senior College and University Commission (WSCUC). University has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (the "CTC") to offer the following internship credential programs ("Programs"): Inspired Teaching and Learning, Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential – School Counseling, Pupil Personnel Services Internship Credential – School Psychology;
- B. California Education Code Sections 44452 and 44321 authorize a public school institution, charter school or county office of education in cooperation with an approved college or University to establish an internship program meeting the provisions of applicable California statutes and CTC regulations. Institution is either a public school institution (or state-supported TK-12 educational service unit), charter school, or county office of education and University is an approved University within the meaning of Ed Code Section 44452; and
- C. Institution and University wish to partner to deliver services in support of the Programs that meet the regulations and standards of CTC. Attached as "Exhibit A" to this Agreement and incorporated herein by this reference is a list of the Programs that Institution and University will be supporting through this partnership. The Intern(s) must remain at the Institution addressed herein for the duration of their Credentials Internship.

TERMS AND CONDITIONS

1. Term. The term of this Agreement shall commence as of the Effective Date above and shall continue until June 30, 2025 or terminated in accordance with the terms and conditions in this Agreement upon thirty (30) days written notice by either party of its intent to terminate this Agreement. All Interns placed with Institution and who are in good standing with Institution and University as of the date of termination of this Agreement shall be permitted to complete their internship experience with Institution.
2. Candidates and Placement. University candidates ("Candidate(s)") are students that are certified as qualified and competent by University to provide intern services to Institution, may, at Institution's discretion, be accepted and assigned to its schools for services as interns ("Intern"). University and Institution shall coordinate the process of selection and placement of Interns. University reserves the right to make the final determination on any Intern's acceptance into the Program, while Institution reserves the right to make the final determination on any Intern's employment. Neither University nor Institution shall discriminate in the selection or acceptance of, or participation by, any Intern pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, handicap, age, veteran's status, medical condition, marital status, or citizenship, within the limits imposed by law.
3. Program Requirements. Each Intern accepted into the Program must have met all of the following qualifying minimum criteria:
 - a. Recommendation to a Program by an Institution designee.
 - b. Interview and screening by Institution staff, including a background check, Institution administrator interview and paper screening, Department of Justice/FBI fingerprint clearance, and a baccalaureate degree from an accredited Institution.
 - c. Interview and screening by University staff, and verification of coursework and prior experience with TK-12 students in a multicultural, multilingual setting.
 - d. Orientation meeting with a Credential Program Specialist, the University Support Provider/Supervisor faculty member for the Program.
 - e. Passage of the CBEST exam or proof of basic skills assessment and verification of subject matter competence by completion of an approved program or passage of the CSET.

- f. All service preconditions required by the CTC shall have been met.
4. Institution Reimbursement. University shall provide the Institution for supervision of Paid Internship Credential Program at the completion of each semester or quarter. Institution shall submit an invoice based on generated report received from the University Honorarium Specialist. Honorarium provided is based on the amount set forth in "Exhibit A" for supervision of University Intern(s). The total honorarium amount for supervision per Student shall not exceed six hundred (\$600). Upon receipt of invoice correlating to the University's Honorarium Specialist report, University shall pay the Institution at earliest convenience following the date the Institution's invoice is received.
 5. Insurance. The Institution and the University will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least \$1,000,000 (one million dollars) for each occurrence and \$2,000,000 (two million dollars) in the aggregate, with no exclusion for molestation or abuse. If any Intern interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain during the term of this Agreement, Abuse or Molestation coverage in the amounts of \$2,000,000 (two million dollars) per occurrence and \$4,000,000 (four million dollars) aggregate. Each Party will name the other party as an additional insured on each said policy. The Parties will provide proof of applicable insurance upon execution of this Agreement to each other, and at any other time upon the reasonable request of a Party. For purposes of this Agreement, each of the Parties will provide workers' compensation insurance coverage for their own employees.
 6. Intern Employment Status. Interns shall be Institution employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
 7. Reservation of Right to Payment. Pursuant to Education Code Section 44462, Institution reserves the right to request an adjustment of any Intern's salary to cover supervision services pursuant to this Agreement.
 8. Non-Displacement of Certificated Employees. Pursuant to CTC requirements, upon request Institution shall provide written certification to University that each Intern placed with Institution has not displaced a certificated Institution employee, which shall enable University to verify to CTC that all statutory and CTC requirements have been met.
 9. Teacher and Special Education Intern Support.
 - a. To support Education Credential Interns, Institution and University will each provide a qualified supervisor to assist each Intern in a Program. Institution supervisors are called Site Support Providers ("SSP"). University supervisors are called University Support Providers ("USP"). Institution SSP will mentor, coach and consult with interns on all areas of responsibility as a teacher of record by observing lessons with pre- and post-debriefing protocols to provide weekly course planning, modeling and coaching with attention to differentiated instruction for English Learners; assessment of language needs and progress; and support for language accessible instruction. A minimum of two hours of support / mentoring and supervision must be provided to an intern every five instructional days.
 - b. SSP shall hold a valid Clear or Life Credential in the content area for which they are providing supervision, three years of successful teaching experience, hold a valid English Learner Authorization or CLAD Certificate issued pursuant to section 80015 or valid bilingual authorization issued pursuant to section 80015.1, and must have demonstrated exemplary teaching practices.
 - c. SSP must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments. For Teacher Education and Special Education support, SSP orientation includes a minimum of 10 hours of initial orientation provided through the University. The program curriculum provides effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the Teaching Performance Expectations (TPEs) and the California Teaching Performance Assessment (Cal TPA) or Educational Specialist California Teaching Performance Assessment (EdSp CalTPA).
 - d. SSP and USP will together meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
 - e. SSP and USP will meet without the Intern to discuss the Intern's progress, as needed.
 - f. Concurrent with an Intern's experience at Institution, University will hold program orientation seminars for Interns and stated-approved training seminars for SSP. University representatives will review supervising techniques, establish procedures for conducting observations and provide assistance, introduce forms used in the Program, communicate seminar schedules, and offer further training and materials to SSP.
 - g. Institution will include Interns in appropriate Institution support programs and regularly scheduled staff development activities.
 - h. Institution will designate a liaison, to ensure supervision and support assistance is provided to Interns at a minimum of 2 hours a week while employed as the teacher of record.

- i. Institution and University will share supervision and ongoing support requirements totaling a minimum of 144 hours per school year. Interns without English Language Authorization must receive 45 hours of focused English Language instruction support per school year; (b)(5)(B) requires the employer to identify and individual with EL authorization who will be immediately available to assist an intern teacher who does not yet hold EL authorization. USP will monitor the completion of employer-provided support via an Intern Support Verification Form to verify the clockwork hours provided by SSP and/or employer support personnel. Forms must be submitted as part of the intern's clinical practice course assignments. Program faculty, program supervisors, and Institution-employed supervisors monitor and support Candidates during their progress towards mastering the TPEs.
 - j. Employers who hire/place or wish to backdate interns outside National University clinical practice state offerings are required to provide 100% of the state mandated support (4 hours per week of general support, and 1.25 hours of EL specific support if the intern does not hold EL authorization) until the next available start date at which point the USP will provide University support services as noted in article (8.h.).
 - k. National University provides Institution-employed supervisors with a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The program ensures that Institution employed supervisors remain current in the knowledge and skills for Candidate supervision and program expectations.
 - l. Institution with interns must have a fully qualified Credentialed administrator.
 - m. University may request use of video capture for Candidate reflection and CalTPA, EdSp CalTP, or CalAPA (California Administrator Performance Assessment) completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. Institution shall inform Special Education Credential Interns of video recording policies in place for the CalTPA, EdSp CalTPA, or CalAPA task video capture requirement.
10. School Counseling Intern Support
- a. To support Services Credential Interns, Institution and University will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services Credential: School of Counseling.
 - b. SSP shall refer to an employee of the Institution holding a valid Pupil Personnel Services or other credential issued by the CTC or equivalent certification recognized by the Institution typically with two (2) or more years' experience as a school counselor.
 - c. Clinical practice shall refer to the participation by a Candidate in the duties and functions of a school counselor and may include school attendance worker under the direct supervision and instruction of one (1) or more Clinical Practice Supervisors holding a PPS School Counseling Credential.
 - d. Paid interns may complete all 600 hours at their site of employment. Up to one hundred fifty (150) clock hours shall be devoted to issues of diversity. This may be satisfied with up to 100 clock hours in a diversity program or with the development and implementation of a program that addresses diversity issues. AND, at least fifty (50) clock hours shall be with at least ten (10) pupils (individually or in a group) of a racial and ethnic background different from that of the Candidate. OR, all 150 clock hours with pupils of a racial and ethnic background different from that of the Candidate.
 - e. Institution and University shall independently determine the qualifications of their respective supervisors.
 - f. SSP and USP will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
 - g. SSP and USP will meet without the Intern to discuss the Intern's progress, as needed.
 - h. Concurrent with an Intern's experience at Institution, Institution may hold Program orientation seminars for Interns. An initial meeting is held with the SSP' training, University representatives to review supervising techniques, establish procedures for conducting observations and providing assistance, introduce forms used in the Program, and communicate intern schedules.
 - i. Institution will include Interns in appropriate Institution support programs and regularly scheduled staff development activities.
 - j. Institution will designate a liaison to ensure supervisory and support assistance to Interns at Institution.
 - k. USP will maintain contact with Interns on or off-site on a regularly scheduled basis to monitor each Intern's progress.
 - l. School Counseling Fieldwork Candidate Duties (may include, but are not limited to):
 - i. Attend regular supervision sessions with PPS credentialed site supervisor.
 - ii. In collaboration with site supervisor, provide individual counseling to students with social, emotional, and behavioral issues.
 - iii. Be an advocate to all students.
 - iv. Assist with Special Education consultation.
 - v. Collaborate and consult with parents and teachers to provide appropriate referrals.
 - vi. Collaboration with special education teachers in implementing RTI.
 - vii. Review of Special Education/Cumulative Records.
 - viii. Conduct classroom observations in General Ed./Special Ed. classrooms.
 - ix. Attend Individual Educational Plan (IEP) meetings.
 - x. Facilitate Group Counseling sessions.

- xi. Provide teacher/parent consultation.
- xii. Design and implement behavioral Interventions.
- xiii. Participate in Student Study Teams (SST's).
- xiv. Help provide school-wide positive behavioral intervention support.
- xv. Provide intervention and consultation activities with students and families from culturally and linguistically diverse backgrounds.
- xvi. Provide comprehensive school counseling services as required by the American School counseling Association's (ASCA) National Model.

11. School Psychology Intern Support

- a. To support Services Credential Interns, Institution and University will each provide a qualified supervisor to assist each Intern in a Pupil Personnel Services School Counseling, Pupil Personnel Services School Psychology, and Administrative Services Programs.
- b. SSP shall refer to an employee of the Institution holding a valid Pupil Personnel Services or other credential issued by the CTC or equivalent certification recognized by the Institution typically with two (2) or more years' experience as a psychologist.
- c. USP shall refer to an employee of the University holding a valid Pupil Personnel Services or other credential issued by the CTC or equivalent certification recognized by the Institution typically with two (2) or more years' experience as a psychologist.
- d. Clinical Practice Assignment shall typically refer to a full day of Clinical Practice consisting of five (5) days a week for twelve (12) to eighteen (18) weeks, dependent upon the program. Clinical Practice Assignment shall satisfy all requirements set by the commission.
- e. The School Psychology Internship totals a minimum of 1,200 clock hours field experience. Candidates must obtain hours in two (2) out of the three (3) levels (e.g., elementary, middle, and high school) over the 1,200 clock hours.
- f. Clinical practice shall refer to the participation by an Intern in the duties and functions of a psychologist or school attendance worker under the direct supervision and instruction of one or more Commission qualified Clinical Practice Supervisors.
- g. Institution and University shall independently determine the qualifications of their respective supervisors.
- h. SSP and USP will together meet periodically with Interns to ensure Interns are following the California standards for the services credential each intern is seeking to obtain.
- i. SSP and USP will meet without the Intern to discuss the Intern's progress, as needed.
- j. Concurrent with an Intern's experience at Institution, Institution may hold Program orientation seminars for Interns and training seminars for SSP. Institution representatives will review supervising techniques, established procedures for conducting observations and providing assistance, introduce forms used within the Institution, communicate needs, and/or offer further training and materials to support Interns and Institution needs.
- k. Institution will include Interns in appropriate Institution support programs and regularly scheduled staff development activities.
- l. Institution will designate a liaison to ensure supervisory and support assistance to Interns at Institution.
- m. USP will visit Interns at their sites on a regularly scheduled basis to monitor each Intern's progress.
- n. School Psychology Internship Candidate Duties (may include, but are not limited to):
 - i. Special Education IEP Consultation & Presentation of Psycho-Educational Assessment Results.
 - ii. Writing Psycho-Educational Reports which shall be reviewed by the Institution Supervisor.
 - iii. Collaborate and consult with parents and teachers to provide Referrals to Parents/Teachers.
 - iv. Design and Implement RtI/MTSS Interventions – both academic and behavioral/mental health.
 - v. Review of Special Education/Cumulative Records.
 - vi. Conduct Classroom Observations in General Ed./Special Ed. Classrooms.
 - vii. Conduct Psycho-Educational Assessments-Full.
 - viii. Facilitate Group/Individual Counseling.
 - ix. Teacher/Parent Consultation.
 - x. Design and Implement Behavioral Interventions.
 - xi. Participate in Study Team Consultation.
 - xii. Participate in Mandatory On-going weekly Supervision with Credentialed School Psychologist for a minimum of two hours a week.
 - xiii. Documentation of services (e.g., assessment logs, evaluations) required by Institution and verified by the supervising school psychologist.
 - xiv. School-wide positive behavioral intervention support.
 - xv. Assessment, intervention and consultation activities with students and families from culturally and linguistically diverse backgrounds.
 - xvi. Comprehensive and balanced school psychological services as required by the National Association of school Psychologists (NASP) Domains of Practice and Internship experience.

12. Preliminary Administrative Services Intern Support

Preliminary Administrative Services Interns must complete a range of activities in educational settings. Settings must:

- a. Support the Candidate's ability to complete the CalAPA.
 - b. Demonstrate commitment to collaborative student-centered practices and continuous program improvement.
 - c. Support partnerships with education, social, and community entities that support teaching and learning for all students
 - d. Create a learning culture to support all students.
 - e. Understand and reflect socioeconomic and cultural diversity.
 - f. Support the Candidates to access data, work with other educators, and observe teaching practice.
 - g. Permit video capture for Candidate reflection and CalAPA completion to reflect to the extent possible Intern's knowledge skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. Institution shall inform Credential Intern of video recording policies in place for the CalAPA task video capture requirement.
 - h. SSP and USP will meet periodically with Interns to ensure Interns are following the California standards for the specific credential each Intern is seeking to obtain.
13. Academic Responsibility. University shall have exclusive control over all academic issues involving the Programs, which shall include, without limitation: selection of course content and required textbooks; delivery of instructional programs; selection and approval of faculty; admission, registration, and retention of Interns; evaluation of Interns' prior experience and education; evaluation of Interns' academic progress; scheduling courses; awarding academic credit; and conferring degrees.
14. Duration of Internship. Once a Candidate has been accepted as an Intern by Institution, and if the Candidate remains in good standing in the Program at University and within the Institution's policies and performance standards, the Intern will be permitted to finish their internship at Institution. However, an Intern who performs below acceptable Institution or University standards, after appropriate support and advice efforts have been exhausted, may be removed from the paid internship position by the Institution and/or removed from their Program by the University. All services provided by University and Institution pursuant to this Agreement shall terminate upon an Intern's removal from the Institution or termination of participation in a Program.
15. Assessment. Assessment is a function of Clinical Practice in the Teacher Education Internship program (for the Teacher Education Internship Credential), and the Specialist Education Internship (for the Special Education Internship Credential), Intern Field Experience course (for the Preliminary Administrative Services Internship Credential) the School Counseling and School Psychology (for the Pupil Personnel Services Internship Credential) programs. Candidates in those classes will pre-assess their teaching or administrative skills, develop a plan for growth, and assess their growth at the close of the course(s). This pre-assessment, development and post-assessment will occur in collaboration with the SSP and the USP.
16. Video Assessment. Institution and University agree the use of video recording equipment on any Institution property, including but not limited to, Institution classrooms, is solely for the purpose of assessing Interns as part of the credentialing process. The Institution shall provide University Site Support Providers and Interns with any or all applicable rules, regulations, and instructions relating to the assessment. The University and Institution agree no video recording of any Intern will occur without prior written notification of the name of the Intern as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the Institution shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in this section.
17. Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all student teachers and any other University personnel in connection with the assessment of the student teachers, including, but not limited to, all classroom video recording of the student teachers, shall be at the University's sole discretion.
- The University and Institution agree no video recording of any Institution student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian
18. Indemnity. The Institution shall defend, indemnify and hold the University, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Institution, its officers, employees, or agents.

The University shall defend, indemnify and hold the Institution, its officers, employees, and agents, harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or

claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the University, its officers, employees, or agents.

The Institution shall assume no responsibility whatsoever for any property placed on Institution's premises by University, University's agents, employees, participants, vendors, customers, or subcontractors. University further hereby waives any and all rights of subrogation that it may have against Institution. The provisions of this section do not apply to any damage or losses caused solely by the intentional misconduct of the Institution or any of its governing board officers, administrators, managers, agents, employees and/or volunteers.

19. Relationship of Parties. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, or a joint venture, partnership, or agency relationship between the parties.
20. Publicity. Neither University nor Institution shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.
21. Records. It is understood and agreed that all employment records shall remain the property of Institution, and all student records, including Intern assessments, will remain the property of University.
22. Entire Agreement and Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
23. Confidentiality of Student Intern Records. For purposes of this Agreement and any University Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates Institution and its Facilities/Educational Sites as having a legitimate educational interest in the educational records of any student who participates in the Internship Credential Program to the extent that access to the records is required by Institution programs or facilities to which the Candidate is assigned to carry out the relevant educational experience. Institution and its organizational components (i.e., programs) agree to maintain the confidentiality of each Candidate's educational record in accordance with the provisions of FERPA.
24. Confidentiality of Institution Pupil Records. No Intern will have access to or have the right to receive any Institution pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Internship program. The discussion, transmission, or narration in any form by Interns of any individually identifiable pupil information, educational, medical, or otherwise, which is obtained in the course of the Internship program, is forbidden except as a necessary part of the practical Internship experience. To the extent an Intern is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Interns shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.
25. Limitation of Liability. Except for obligations to make payment under this Contract, Liability for Indemnification, Liability for Breach of Confidentiality, or Liability for Infringement or Misappropriation of Intellectual Property Rights, in no event shall either Party or any of its Representatives be liable under this Contract to the other Party or any Third Party for Consequential, Indirect, Incidental, Special, Exemplary, Punitive, or Enhanced Damages, Lost Profits or Revenues or Diminution in Value arising out of, or relating to, and/or in connection with any Breach of this Contract, regardless of whether such damages were foreseeable, whether or not it was advised of the possibility of such damages and the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.
26. Certificate of Clearance. In accordance with California Education Code Section 44320, each credential Candidate prior to assignment to Institution must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that Candidates receive a Certificate prior to beginning their assignment in the Institution or hold a valid document issued by the CTC accounting for fingerprint clearance.
27. Tuberculosis Clearance. In accordance with the California Education Code Section 49406, each Intern must obtain, at the Intern's sole expense, an examination by a licensed physician or surgeon within the past sixty (60) days to determine that they are free of active tuberculosis, prior to beginning the Intern's assignment in the Institution.
28. Infectious Diseases. Institution shall inform and advise Interns and any USP regarding the current status of infectious diseases at Institution prior to arriving on site as well as provide appropriate PPE.

- 29. Non-Discrimination. The Institution and University agree not to discriminate against any employee, faculty member, supervisor, or Candidate of or relating to this Agreement or the Services on the basis of race, color, religion, sex, ancestry, age, national origin or disability (as defined in The Americans with Disabilities Act of 1990, 42 USC 12101, et seq. and any regulation promulgated thereunder) or any other unlawful basis.
- 30. Arbitration. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules.
- 31. Entire Agreement and Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected. This Agreement contains the entire agreement between the parties pertaining to the transaction and may not be amended unless in writing, signed by both parties.
- 32. Assignment. Neither party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other party.
- 33. Notices. All notices or other communications given under this Agreement will be in writing and sent to the addressee listed below (unless a party has changed its address by giving notice), and will be effective upon receipt if delivered personally or by overnight mail, or effective three days after mailing if by certified mail, return receipt requested.
- 34. Representations. Each party represents that: (a) it will abide by all applicable federal, state, or local statutes or regulations; (b) the individual signing this Agreement has the authority to do so; and (c) it has the ability and authority to perform each of its obligations under this Agreement. These representations will continue after the Agreement terminates.
- 35. General Provisions. The Agreement: (a) will be binding and enforceable by the parties and their respective successors or assigns, but not by any individual or organization not a party to this Agreement; (b) may be executed in counterparts and effective with original or facsimile signatures; (c) will be governed by California law; and (d) has been executed at San Diego, California.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first written above.

University: National University

Institution: Oxnard School District

By: _____
Dave C. Lawrence, MBA, EdD
Vice Chancellor, Admin. & Finance, CFO

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

Dated: _____

Dated: _____

University Contact Information:
Contract Coordinator
National University
9388 Lightwave Ave.
San Diego, CA 92123
Telephone (858) 642-8310
credcontracts@nu.edu

Telephone: **805-385-1501**
Address: **1051 South A Street**
Oxnard, CA 93030

EXHIBIT A

Internship Programs

Institution and University wish to partner to support the following Programs:

Inspired Teaching and Learning Teacher Education Internship Credential
Special Education Internship Credential
Preliminary Administrative Services Internship Credential
Pupil Personnel Services Internship Credential: School of Counseling
Pupil Personnel Services Internship Credential: School of Psychology

Honorariums:

Honorarium amount of \$300 per course is paid to the following programs:

Inspired Teaching and Learning Teacher Education Internship Credential
Special Education Internship Credential
Preliminary Administrative Services Internship Credential

Honorarium amount of \$150 per course is paid to the following programs:

Pupil Personnel Services Internship Credential: School of Counseling
Pupil Personnel Services Internship Credential: School of Psychology



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/3/2022

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).

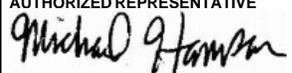
PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 505 N. Brand Boulevard, Suite 600 Glendale CA 91203	CONTACT NAME: Stephanie Powell	
	PHONE (A/C. No. Ext): 818-539-1366	FAX (A/C. No.):
E-MAIL ADDRESS: Stephanie.Powell@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Sentry Casualty Company		28460
INSURER B: Philadelphia Indemnity Insurance Company		18058
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2115357321 **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
B	<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 checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK2331609	9/29/2021	9/29/2022	EACH OCCURRENCE \$ 1,000,000 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 \$
B	<input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2331609	9/29/2021	9/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB787203	9/29/2021	9/29/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> 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	90-20615-001 90-20615-002	7/1/2022 7/1/2022	7/1/2023 7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$250k deductible E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Sexual/Physical Abuse or Molestation			PHPK2331609	9/29/2021	9/29/2022	Occurrence Limits \$1,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *30 Days Notice of Cancellation except 10 for Non-Payment of Premium.
 General Liability Policy #PHPK2331609 is scheduled to Umbrella Policy #PHUB787203

CERTIFICATE HOLDER Oxnard School District 1051 South A St Oxnard CA 93030-7442	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 03, 2022

Agenda Section: Section C: Personnel Agreement

Ratification of Agreement #22-103 – National University (Torres/Batista)

This is an Unpaid Student Teaching, Field Experience and Practicum Agreement between National University and the Oxnard School District (OSD). OSD agrees to provide National University students with student teaching or practicum field experience.

Term of Agreement: July 1, 2022 through June 30, 2025

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #22-103 with National University.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-103, National University \(7 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)



UNPAID STUDENT TEACHING, FIELD EXPERIENCE AND PRACTICUM AGREEMENT

This agreement, effective on July 01, 2022, made by and between National University, a California non-profit public benefit corporation (the "University") and Oxnard School District, who have partnered for the purpose of providing contractual services for students, or state-supported TK-12 educational service unit, which is located at 1051 South A St, Oxnard, CA 93030-7442, USA (individually or collectively, "Institution"), with reference to the following facts:

RECITALS

1.1 Section 35160 of the California Education Code provides that the governing board of any Institution may initiate and carry on any program or activity or may otherwise act in any manner which is not in conflict with, or inconsistent with, or preempted by, any law and which is not in conflict with the purposes for which the Institution is established.

1.2 An agreement by Institution to provide student teaching or practicum field experience to candidates enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (the "CTC") is not inconsistent with the purposes for which the Institution is established.

1.3 University is accredited by WASC Senior College and University Commission (WSCUC). University has met all of the preconditions prescribed by the California Commission on Teacher Credentialing (CTC) to offer the following internship credential programs ("Programs"): Inspired Teaching and Learning, Teacher Education Internship Credential, Special Education Internship Credential, Preliminary Administrative Services Internship Credential, and Pupil Personnel Services Internship Credential - School Counseling, Pupil Personnel Services Internship Credential - School Psychology.

1.4 The University desires that the Institution provide student teaching to candidates enrolled in the University's teacher training curricula and/or practicum field experience to candidates enrolled in the University's student counseling or school psychology and other credential curricula. The Institution agrees to provide such student teaching and/or practicum field experience on the terms and conditions specified in this Agreement.

DEFINITIONS

2.1 "Institution" shall be inclusive of any District, Charter or School.

2.2 "Candidate" shall refer to a student enrolled in a program at the University which is approved by the CTC, and which leads to an education credential.

2.3 "Site Support Provider" (SSP) shall refer to an employee of the Institution holding a valid, clear teaching credential issued by the CTC typically with three or more years teaching experience.

2.4 Candidates actively participate in the duties and functions of a teacher, school administrator, school counselor or school psychologist under the direct supervision and instruction of one or more SSP.

2.5 "University Support Provider" (USP) shall refer to an employee of the University holding a valid credential issued by the CTC, a Pupil Personnel Services credential or equivalent certification recognized by the Institution typically with 3 or more years' experience as a teacher, school administrator, school counselor, school psychologist or other education specialist.

2.6 "Clinical Practice" are the hours of student teaching, practicum and field experiences that vary depending upon the specific program requirements

2.7 "Quarter Unit" shall refer to the amount of academic credit earned by a Candidate through the successful completion as determined by the University of approximately 25 hours of Student Teaching or between 20 to 40 hours of Practicum.

Teacher Education and Special Education Definitions:

2.8 “Student Teaching” shall refer to the active participation by a Candidate in the duties and functions of classroom teaching under the direct supervision and instruction of one or more SSP holding the same credential as the Candidate they support.

2.9 “Student Teaching Assignment” shall typically refer to a full day of Student Teaching, 5 days a week for 12 to 18 weeks, dependent upon program. Student Teaching Assignments shall satisfy all requirements of the CTC.

Pupil Professional Services (PPS) Definitions:

2.10 “Practicum” shall refer to the participation by a Candidate in the duties and functions of a school counselor, school psychologist, school social worker, or school attendance worker under the direct supervision and instruction of one or more SSP in order to develop the Candidate’s abilities in various aspects of their respective program.

2.11 “Practicum Assignment” shall consist of between 90 and 600 hours of Practicum depending upon the specific program requirements.

2.12 “Field Experience” shall refer to the participation by a Candidate in the duties and functions of a school counselor or psychologist under the direct supervision and instruction of a credentialed SSP. Under the supervision of one or more SSP, candidates shall be provided with the opportunity to demonstrate the full range of skills acquired during practicum, develop additional knowledge and skills, and provide direct and indirect services to pupils, parents, and school staff in all areas of training. Field Experience hours, location of participation, and qualifications vary depending upon the specific program requirements.

TERMS AND CONDITIONS

3.1 Student Teaching, Field Experience and/or Practicum. The Institution shall provide University Candidates with Student Teaching, Field Experience and/or Practicum in schools and classes of the Institution under the direct supervision and instruction of a SSP as defined in Sections 2.3 and 2.5. The University and the Institution from time to time shall agree as to the number of Candidates assigned to the Institution for Student Teaching, Field Experience and/or Practicum.

3.2 Institution Determination. The Institution at their sole discretion may refuse to accept, or may terminate, any Candidate assigned to the Institution for Student Teaching, Field Experience and/or Practicum based upon its good faith determination that the Candidate is not performing to the standards of the Institution. Upon written notification by the Institution, the University shall promptly terminate the Candidate’s assignment to the Institution.

3.3 University Determination. The University shall determine the number of units of Student Teaching, Field Experience and/or Practicum each Candidate shall receive. Candidates shall be able to be eligible for more than one Student Teaching, Field Experience, and/or Practicum Assignment at the Institution.

3.4 Institution Reimbursement. University shall provide the Institution for supervision of Student Teaching, Field Experience and/or Practicum at the completion of each semester or quarter, based on the number of units earned by the student teacher or by a predetermined amount. Institution shall submit an invoice based on generated report received from the University Honorarium Specialist. Honorarium provided is based on the amount set forth in “Exhibit A” for supervision of University Candidate(s). The total honorarium amount for supervision per Student shall not exceed six hundred dollars (\$600). Institution acknowledges University Payment depends on the length of supervision where long and/or short assignments are assessed on a pro-rated basis, as set forth in “Exhibit A.” Upon receipt of invoice correlating to the University’s Honorarium Specialist report, University shall pay the Institution at earliest convenience following the date the Institution’s invoice is received.

3.5 Insurance. The Institution and the University will obtain and maintain a broad form commercial general liability insurance policy with coverage of at least one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate, with no exclusion for molestation or abuse. If any Intern interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a certificated school employee, Provider shall procure and maintain during the term of this Agreement, Abuse or Molestation coverage in the amounts of \$2,000,000 (two million dollars) per occurrence and \$4,000,000 (four million dollars) aggregate. Each party will name the other party as an additional insured on each said policy. The Parties will provide proof of such insurance upon execution of this Agreement to each other, and at any other time upon the reasonable request of a Party. For purposes of this Agreement, each of the Parties

will provide workers' compensation insurance coverage for their own employees, and Candidates are not employees of the Institution.

3.6 Termination of Assignment. In the event a Student Teaching Assignment or Practicum Assignment is terminated before it is completed, the Institution shall receive reimbursement of costs at the rate provided in Section 3.4 pro-rated to the nearest completed Quarter Unit.

3.7 Representations. The University represents that all Candidates assigned to the Institution for Student Teaching or Practicum are validly enrolled in a University credential program approved by the CTC. The University makes no other representation, express or implied, about, or assumes any responsibility for, the Candidate's fitness or qualification to participate in the Student Teaching or Practicum. Nothing in this Agreement shall be construed as a delegation by the Institution to the University of any of the Institution's duties and responsibilities for operation or supervision of the schools or classes of the Institution.

3.8 Certificate of Clearance. In accordance with California Education Code Section 44320, each credential candidate prior to assignment to Institution must obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service. The University will ensure that Candidates receive a Certificate prior to beginning their assignment in the Institution or hold a valid document issued by the CTC accounting for fingerprint clearance.

3.9 Tuberculosis Clearance. In accordance with California Education Code Section 49406, each credential candidate prior to assignment to Institution must obtain at the candidate's sole expense an examination by a licensed physician or surgeon within the past 60 days to determine that they are free of active tuberculosis, prior to beginning the candidate's assignment in the Institution.

3.10 Video Assessment. Institution and University agree the use of video recording equipment on any Institution property, including but not limited to, Institution classrooms, is solely for the purpose of assessing student teachers as part of the credentialing process. The Institution shall provide SSP with any or all applicable rules, regulations, and instructions relating to the assessment of student teachers. The University and Institution agree no video recording of any student teacher will occur without prior written notification of the name of the student teacher as well as date, time, and location of the video recording to the principal of the school where the video recording is to take place. Principal of the school within the Institution shall provide written approval of said recording; subject to the parent/guardian authorizations set forth in section 3.12 of this agreement.

3.11 Control, Supervision, Evaluation of Video Recording. The control, supervision, evaluation, and/or direction of all candidate teachers and any other University personnel in connection with the assessment of the candidate teachers, including, but not limited to, all classroom video recording of the candidate teachers, shall be at the University's sole discretion.

- a. The University and Institution agree no video recording of any Institution student shall be permitted to occur without the express written approval and authorization from the students' parent/guardian, or in accordance with Institution's policy.

3.12 Confidentiality of Student Records. For purposes of this Agreement and any University Program Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), University designates Institution and its Facilities/Educational Sites as having a legitimate educational interest in the educational records of any Candidate who participates in the Student Teaching and Practicum experience to the extent that access to the records is required by Institution programs or facilities to which the Candidate is assigned to carry out the relevant educational experience. Institution and its organizational components (i.e., programs) agree to maintain the confidentiality of each Student's educational record in accordance with the provisions of FERPA.

3.13 Confidentiality of Institution Pupil Records. No Candidate will have access to or have the right to receive any Institution pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Student Teaching or Practicum experience. The discussion, transmission, or narration in any form by Candidates of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the Student Teaching or Practicum experience, is forbidden except as a necessary part of the practical experience. To the extent a Candidate is given access, they are subject to the privacy regulations outlined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended ("FERPA"). Otherwise, Candidates shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the Student Teaching or Practicum

experience with University, its employees, agents or others.

3.14 Publicity. Neither University nor Institution shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to this Agreement, without the prior written consent of the other party. In addition, neither party may use the names, logos, or trademarks of the other party without its prior written consent.

3.15 Unpaid Student Teaching and Practicum Parameters. University and Institution agrees and understand that Unpaid Candidates are not employees of the Institution and are not entitled to benefits of any kind or nature normally provided employees of the Institution and/or to which employees are normally entitled, including but not limited to, State Unemployment Compensation or Workers' Compensation. Candidates' primary coverage for Candidate injuries shall be Students' personal medical insurance. Institution further understands and agrees to the following pursuant to the Fair Labor and Standards Act ("FLSA"):

- a. Candidate and Institution understand that there is no expectation of compensation;
- b. The Field Experience is similar to that which would be given in an educational environment;
- c. The Field Experience is tied to the Candidate's formal education program by integrated coursework or the receipt of academic credit;
- d. The Field Experience timeframe with the Candidate and Institution corresponds to program in which the Candidate is enrolled;
- e. The duration of the Field Experience for each Candidate is limited to the duration of time either to complete the practicum hours or the end of the course;
- f. The Candidate's Field Experience compliments, rather than displaces, the work of paid employees while providing significant educational benefits to the Candidate; and
- g. Institution understands that Candidate is participating in the Field Experience for experience and is not entitled to a job at the conclusion of the Field Experience.

3.16 Institution SSP must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments. For Teacher Education and Special Education support, SSP orientation includes a minimum of 10 hours of initial orientation provided through National University on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the Teaching Performance Expectations (TPEs) and the California Teaching Performance Assessment (CalTPA) or Educational Specialist California Teaching Performance Assessment (EdSp CalTPA).

3.17 Institution with Student Teachers, Practica, field experience, and/or practicum candidates must have a fully qualified administrator.

3.18 As applicable to a particular program, University may require use of video capture for candidate reflection and CalTPA, EdSp CalTPA, or CalAPA (California Administrator Performance Association) completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. Institution shall inform Credential Student Teachers of video recording policies in place for the CalTPA, EdSp CalTPA, or CalAPA task video capture requirement.

3.19 Infectious Diseases. Institution shall inform and advise Interns and any USP regarding the current status of infectious diseases at Institution prior to arriving on site as well as provide appropriate PPE.

GENERAL PROVISIONS

4.1 Term. The term of this Agreement shall commence as of the Effective Date above and shall continue until June 30, 2025 or terminated in accordance with the terms and conditions in this Agreement upon thirty (30) days written notice by either party of its intent to terminate this Agreement. Provided, however, all Candidates receiving Student Teaching or Practicum from the Institution as of the date of such notice shall be permitted to complete their Student Teaching Assignment or Practicum Assignment so long as said Candidate is not the cause of the termination of the agreement.

4.2 Attorney's Fees. In the event any party hereto commences litigation for the interpretation, specific performance, or damages for the breach of this Agreement, the prevailing party shall be entitled to a judgment or award against the other in an amount equal to reasonable attorney's fees and expenses incurred, together with all other appropriate legal or equitable relief.

4.3 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and shall be

deemed to have been duly given as of the second business day after mailing by United States mail, postage pre-paid addressed to the addresses on page four hereof, or to such other address or to such other person as any party hereto shall designate to the other for such purposes in the manner hereinabove set forth. Personal delivery of such notice, demand, or communication may also be made to the above-described addressees and shall be deemed given as of the date of such delivery.

4.4 Integration Clause. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein. No modification, waiver, amendment, discharge, or change to the Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, or change is or may be sought.

4.5 Miscellaneous Provisions. This Agreement (i) shall be binding upon and inure to the benefit and be enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (ii) may be executed in any number of counterparts, each of which may be deemed to be an original, but all of which together shall constitute one and the same instrument, (iii) shall be construed and enforced in accordance with the laws of the State of California, and (iv) has been executed at San Diego, California as of the last date set forth below.

4.6 Mutual Indemnification. University shall defend, indemnify and hold Institution, its Board, officers, employees, agents, and volunteers harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of University, its Board, officers, agents, or candidates.

Institution shall defend, indemnify and hold University, its Board, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees) or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Institution, its Board, officers, agents, employees or volunteers.

The Institution shall assume no responsibility whatsoever for any property placed on Institution's premises by University, University's agents, employees, participants, vendors, customers, or subcontractors. University further hereby waives any and all rights of subrogation that it may have against Institution. The provisions of this section do not apply to any damage or losses caused solely by the intentional misconduct of the Institution or any of its governing board officers, administrators, managers, agents, employees and/or volunteers.

4.7 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be communicated to the other party in writing in advance of any filed litigation to provide the parties a further opportunity to reach a resolution by means of formal mediation.

4.8 Limitation of Liability. ~~Limitation of Liability, e~~Except for obligations to make payment under this Contract, Liability for Indemnification, Liability for Breach of Confidentiality, or Liability for Infringement or Misappropriation of Intellectual Property Rights, in no event shall either Party or any of its Representatives be liable under this Contract to the other Party of any Third Party for Consequential, Indirect, Incidental, Special, Exemplary, Punitive, or Enhanced Damages, Lost Profits or Revenues or Diminution in Value arising out of, or relating to, and/or in connection with any Breach of this Contract, regardless of whether such damages were foreseeable, whether or not it was advised of the possibility of such damages and the legal or equitable theory (contract, tort, or otherwise) upon which the claim is based.

4.9 Non-Discrimination. The Parties agree not to discriminate against any pupil, employee or candidate of or relating to this Agreement or the Services on the basis of race, color, religion, sex, ancestry, age, national origin or disability (as defined in The Americans with Disabilities Act of 1990, 42 USC 12101, et seq. and any regulation promulgated thereunder) or any other unlawful basis.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first written above.

National University

By: _____
Dave C. Lawrence, MBA, Ed.D.
Vice Chancellor, Admin. & Finance, CFO

Dated: _____

University Contact Information

Contract Coordinator
National University
9388 Lightwave Ave.
San Diego, CA 92123
(858) 642-8310
credcontracts@nu.edu

Oxnard School District

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

Dated: _____

Telephone: **805-385-1501** _____

Address: **1051 South A Street** _____

Oxnard, CA 93030 _____

EXHIBIT A

Student Teaching, Field Experience & Practicum Programs

Institution and University wish to partner to support the following Student Teaching & Practicum Programs:

- Inspired Teaching and Learning Teacher Education Credential
- Special Education Credential
- Preliminary Administrative Services Credential
- Pupil Personnel Services Credential: School of Counseling
- Pupil Personnel Services Credential: School of Psychology

Honorariums:

University shall reimburse Institution a predetermined amount for supervision of each Candidate teaching or practicum course. Total honorarium amount per Candidate shall not exceed six hundred (\$600) dollars. Institution must submit an invoice based on generated report received from University Honorarium Specialist.

1. Honorariums are based on amount of supervision to include the following programs: **Inspired Teaching and Learning Teacher Education Credential; Special Education Credential; and Preliminary Administrative Services Credential.** Student Teaching and Practicum courses each carry a honorarium amount of \$300 per course. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	\$300 x .25 = \$75	One Period	33%	\$300 x .33 = \$99 rounded to \$100
Two Periods	50%	\$300 x .50 = \$150	Two Periods	66%	\$300 x .66 = \$198 rounded to \$200
Three Periods	75%	\$300 x .75 = \$225	Three Periods	100%	3 periods = \$300
Four or More Periods	100%	4 periods or more = \$300	*****	*****	*****

2. Honorariums for Practicum courses for the following programs: **Pupil Personnel Services Credential: School of Counseling and Pupil Personnel Services Credential: School of Psychology.** Programs are \$150.00 each. See breakdown below:

Traditional Setting			Block Setting		
One Period	25%	\$37.50	One period	33%	\$50.00
Two Periods	50%	\$75.00	Two Periods	66%	\$100.00
Three Periods	75%	\$112.50	Three Periods	100%	\$150.00
Four Periods	100%	\$150.00	*****	*****	*****



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/3/2022

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. LIC #0726293 505 N. Brand Boulevard, Suite 600 Glendale CA 91203	CONTACT NAME: Stephanie Powell	
	PHONE (A/C. No. Ext): 818-539-1366	FAX (A/C. No.):
E-MAIL ADDRESS: Stephanie.Powell@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Sentry Casualty Company		28460
INSURER B : Philadelphia Indemnity Insurance Company		18058
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

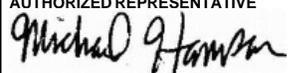
COVERAGES **CERTIFICATE NUMBER:** 2115357321 **REVISION NUMBER:**

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	
B	<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 checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK2331609	9/29/2021	9/29/2022	EACH OCCURRENCE	\$ 1,000,000
							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
								\$
B	<input checked="" type="checkbox"/> 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 checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2331609	9/29/2021	9/29/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB787203	9/29/2021	9/29/2022	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			90-20615-001 90-20615-002	7/1/2022 7/1/2022	7/1/2023 7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$250k deductible \$ 1,000,000 \$ 1,000,000 \$ 1,000,000
B	Sexual/Physical Abuse or Molestation			PHPK2331609	9/29/2021	9/29/2022	Occurrence Limits Aggregate Limit	\$1,000,000 \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *30 Days Notice of Cancellation except 10 for Non-Payment of Premium.
 General Liability Policy #PHPK2331609 is scheduled to Umbrella Policy #PHUB787203

CERTIFICATE HOLDER **CANCELLATION**

Oxnard School District 1051 South A St Oxnard CA 93030-7442	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. Victor Torres

Date of Meeting: August 03, 2022

Agenda Section: Section C: Personnel Agreement

Ratification of Agreement #22-104 – Sunrise Physical Therapy Services Inc. (Torres/Magana)

Sunrise Physical Therapy Services Inc. will provide ergonomic jobsite evaluations and training, follow-up visits, or group training sessions as requested during the 2022-2023 fiscal year to reduce workplace injury. Upon review and recommendation by the Risk Manager, staff may receive suggested ergonomic supplies.

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

FISCAL IMPACT:

Not to exceed \$28,160.14 – Ergonomic Funds

RECOMMENDATION:

It is recommended by the Risk Manager, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #22-104 with Sunrise Physical Therapy Services Inc.

ADDITIONAL MATERIALS:

- Attached:** [Agreement #22-104, Sunrise Physical Therapy Services Inc. \(13 Pages\)](#)
- [Scope of Services/Rate Sheet \(2 Pages\)](#)
- [Certificate of Insurance \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-104

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of August 2022 by and between the Oxnard School District (“District”) and Sunrise Physical Therapy Services 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:

- 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 **July 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, including reimbursement for actual expenses, shall not exceed Twenty-Eight Thousand One Hundred Sixty Dollars and Fourteen Cents (\$28,160.14), 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: Norma Magana
Phone: 805.385.1501 x2443
Fax: 805.240.5963

To Consultant: Sunrise Physical Therapy Services Inc.
1879 Portola Rd., Suite A2
Ventura, CA 93003
Attention: Jamie Mason
Phone: 805.644.1273
Fax: 805.644.4417
Email: jmason@sunrisept.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.** **NORMA MAGANA** 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:

SUNRISE PHYSICAL THERAPY SERVICES 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 #22-104

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-104

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. 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 #22-104

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-104

COMPENSATION

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

***SEE ATTACHED PROPOSAL**

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$0.00 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 \$28,160.14, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-104

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)~~ one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).

(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 #22-104

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 #22-104

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-104

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, **SUNRISE PHYSICAL THERAPY SERVICES INC.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

DESCRIPTION OF ERGONOMIC SERVICES:

SERVICES:

- **Individual Jobsite Evaluations and Training:** A pre-injury or post-injury evaluation of a worker's jobsite and the worker's biomechanical positioning and movement will be performed by Sunrise employees to identify potential risks and provide corrective recommendations. Changes to the work area on the day of the evaluation will be provided, if possible. Appropriate handouts and instruction for preventative techniques will be provided.

Follow up with the employee via phone, computer, and/or in person within 3 months of the initial evaluation will be included.

During an individual training the employee will be trained on proper body mechanics and preventative techniques for their specific job tasks. Pertinent handouts on preventative techniques will be provided to the employee.

A report in the format acceptable to Oxnard School District (OSD) will be provided for each interaction. A sign-in sheet for each training will also be provided.

- **Brief Evaluations/Training:** A Brief Evaluation/Training may be more appropriate at times. A shorter visit with an employee, such as a work area adjustment or reminders on posture, may only require a brief review/training. Another example is review of ergonomic equipment use, or review of preventative techniques previously discussed.

A report in the format acceptable to OSD will be provided for each interaction. A sign-in sheet for each training will also be provided.

- **Group Training:** A group of workers will be trained on injury prevention techniques for their specific job tasks. This training can include practicing techniques such as how to lift properly, job specific materials handling techniques, job specific activities involving posture and body mechanics, core stabilization, and/or stretching programs.

A report in the format acceptable to OSD will be provided for each training. A sign-in sheet will also be provided.

The above services can be provided remotely on a secure online platform if designated by OSD.

SCHEDULE OF FEES

FEES:

- Jobsite Evaluations/Individual Training: \$250.00
- Brief Evaluation/Training: \$150.00
- Group Training: \$375.00

These fees are applicable to both in person and online services.

PAYMENT:

Sunrise will provide a monthly log/invoice to OSD within the first week following the month of services rendered.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/2022

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 Affinity Insurance Services, Inc 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034	CONTACT NAME:	
	PHONE (A/C, No, Ext): 800-544-2672	FAX (A/C, No): 847-953-4779
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : American Casualty Company	NAIC #
INSURED Sunrise Physical Therapy Services Inc. 705 N Oxnard Blvd Ste 107 Oxnard, CA 93030	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			732405159	02/17/2022	02/17/2023	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input checked="" type="checkbox"/> General Liability	A					MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$3,000,000
							PRODUCTS - COMP/OP AGG \$
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						OTH-ER
	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability - Occurrence			732405159	02/17/2022	02/17/2023	Per Claim Aggregate \$1,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Oxnard School District 1051 South A St Oxnard, CA 93030 is listed as an Additional Insured to General Liability

CERTIFICATE HOLDER Oxnard School District 1051 South A St Oxnard CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Affinity Insurance Services, Inc
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EMPLOYERS PREFERRED INS. CO.
A Stock Company

Workers' Compensation and Employers Liability
Insurance Policy

Policy Number	Policy Period	
EIG 2331902 06	From	To
	03/01/2022	03/01/2023
<small>12:01A.M. Standard Time at the address of the Insured as stated herein</small>		

Transaction				
RENEWAL DECLARATIONS				
NCCI Carrier # 31283		WCIRB CARRIER# 00920		PRIOR POLICY NUMBER EIG233190205
1. Named Insured and Address			Agent	
SUNRISE PHYSICAL THERAPY SERVICES INC 1879 PORTOLA RD STE A2 VENTURA CA 93003			NORTH RANCH INS SVCS INC 32110 AGOURA RD WESTLAKE VILLAGE, CA 91361 Telephone: 8008012300	
Customer #	Carrier # 31283	FEIN # 770413746	Risk ID #	Entity of Insured CORPORATION

Additional Locations:

2. The Policy Period is from 03/01/2022 to 03/01/2023 12:01 a.m. Standard Time at the Insured's mailing address.
3. A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: CA
- B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:

Bodily Injury by Accident	\$ 1,000,000	each accident
Bodily Injury by Disease	\$ 1,000,000	policy limit
Bodily Injury by Disease	\$ 1,000,000	each employee
- C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY and states listed in item 3.A.
- D. This policy includes these endorsements and schedules: See attached schedule.
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

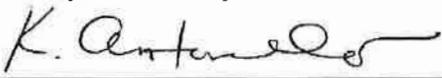
SEE EXTENSION OF INFORMATION PAGE

Minimum Premium	\$ 500	Expense Constant	\$ 160
Assessments and Taxes	\$	Premium Discount	\$
		Total Estimated Annual Premium	\$ 3,137

This is a Three Year Fixed Rate Policy

Premium Adjustment Period: Annual; Semiannual; Quarterly; Monthly

Countersigned this _____ Day of _____,
 Issued Date: 01/20/2022
 Issuing Office **EMPLOYERS PREFERRED INS. CO.**
 P.O. BOX 539003
 HENDERSON, NV 89053-9003



 Authorized Representative

Issued Date 01/20/2022
WC990630 (5/98 Ed.)

INSURED COPY

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 03, 2022

Agenda Section: Section D: Action Items

Approval of Tentative Agreement #22-105 with the California School Employees Association, Chapter 272 (“CSEA”) regarding Salary and Revisions to the Collective Bargaining Agreement for the 2021-2022 school year (Torres)

The Oxnard School District (District) and the California School Employees Association, Chapter 272 (CSEA) have reached a tentative agreement for the 2021-2022 school year, with regard to Salary and Health and Welfare Benefits.

FISCAL IMPACT:

The fiscal impact is \$6,499,161 from LCFF S&C, ESSER, and Child Nutrition funds for the following costs:

- Salary increase of 4.5% on-schedule, retroactive to July 1, 2021
- Salary bonus of 2.0% off-schedule, for the 2021-22 fiscal year
- Increase the District Health & Welfare Benefit Contribution by \$1,001, for a new Contribution of \$11,000
- Payout of medical “opt-out” funds for fiscal years 2019-20, 2020-21, and 2021-22

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt Tentative Agreement #22-105 between the Oxnard School District and the California School Employees Association, Chapter 272, as presented.

ADDITIONAL MATERIALS:

- Attached:** [Pay Allowances - Salary TA 06.09.2022 \(two pages\)](#)
[Health and Welfare Benefits TA 07.21.22 \(two pages\)](#)
[CSEA MOU opt out 05.25.22 \(one page\)](#)
[CSEA Salary Schedule 21-22 Updated 8.3.22 \(two pages\)](#)

OSD-CSEA Article 9 Pay and Allowances – Salary 6.9.2022

Article 9 – Pay and Allowances

The classified salary schedule shall be increased by 4.5% on-schedule and 2% off schedule retro to July 1, 2021.

For the District:

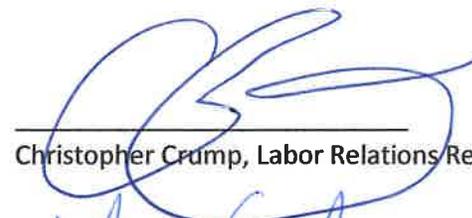
For CSEA:



Dr. Victor Torres, Assistant
Superintendent of Human Resources



Ilene Poland, President, CSEA Chapter #272



Christopher Crump, Labor Relations Rep.

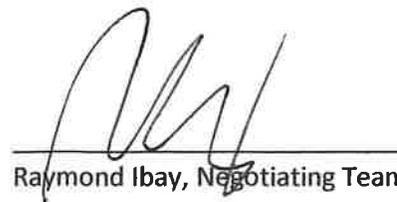


John Avalos, Negotiating Team Member



Silvia Carrillo, Negotiating Team Member

Michael Holguin, Negotiating Team Member



Raymond Ibay, Negotiating Team Member



Jill Ortiz, Negotiating Team Member



Mayra Plascencia, Negotiating Team Member



Gricet Renteria, Negotiating Team Member

Article 13 – Health and Welfare Benefits

13.3 District Contribution: Effective October 1, 2022, the District will make the following annual contributions toward the payment of premiums for Medical, Dental, and Vision group health insurance programs for bargaining unit employees that actively enrolled in District provided medical plan:

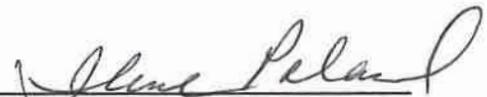
Annual Amount: The district annual contribution shall increase by \$1,001 to an annual amount of \$11,000 rounded to the nearest whole dollar.

For the District:



Dr. Victor Torres, Assistant
Superintendent of Human Resources

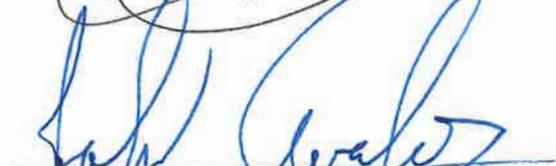
For CSEA:



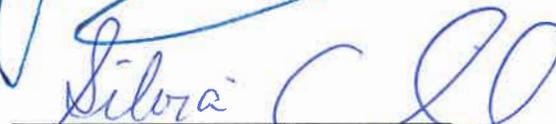
Ilene Poland, President, CSEA Chapter
#272



Christopher Crump, Labor Relations Rep.



John Avalos, Negotiating Team Member

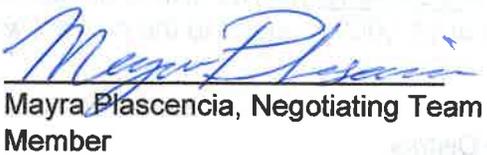


Silvia Carrillo, Negotiating Team Member

Michael Holguin, Negotiating Team Member


Raymond Ibay, Negotiating Team Member


Jill Ortiz, Negotiating Team Member


Mayra Plascencia, Negotiating Team Member


Gricet Renteria, Negotiating Team Member

APPENDIX J

The Oxnard School District

And

The California School Employees Association and its Oxnard Elementary Chapter 272

Memorandum of Understanding

May 25, 2022

The Oxnard School District (“District”) and the California School Employees Association and its Oxnard Elementary Chapter 272 (together, “CSEA”) have met and negotiated. The District and CSEA have established the amounts listed below generated from the adjacent fiscal years CSEA eligible bargaining unit members who have opted out of health insurance coverage to be paid out in equal amounts to all benefit-eligible employees employed on January 26, 2022 (398 lives) in the following manner:

(2019-20) – \$549,945.00 – to be paid upon ratification of this agreement by both parties

(2020-21) – \$439,956.00 – to be paid upon ratification of this agreement by both parties

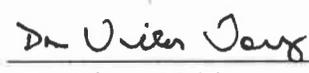
(2021-22) – \$479,952.00 – to be paid upon ratification of this agreement by both parties

The District shall provide a list of active employees who have opted out from health insurance coverage, the amount of money generated by the opt-outs, and the number of active benefits-eligible employees no later than October 31 of each year. Should either party note discrepancies in the above information, the parties shall meet prior to November 30 of the current year to mitigate these issues.

This MOU shall not set precedent. The parties agree to negotiate distribution of future opt-out funds in subsequent negotiations cycles.



CSEA Representative Date

 5.25.22

Dr. Victor M. Torres Date
Assistant Superintendent of HR

Classified salary schedule with 4.50% increase retroactive to 07/01/2021; Board approved 08/03/2022.

	Step A	Step B	Step C	Step D	Step E
Range 3.0					
Range 3.5					
Range 4.0					
Range 4.5					
Range 5.0					
Range 5.5					
Range 6.0					
Range 6.5					
Range 7.0					
Range 7.5					
Range 8.0					
Range 8.5					
Range 9.0					
Range 9.5					
Range 10.0					
Range 10.5					
Range 11.0					
Range 11.5		\$ 2,647.24	\$ 2,777.29	\$ 2,917.78	\$ 3,067.26
Range 12.0		\$ 2,710.01	\$ 2,850.54	\$ 2,991.04	\$ 3,139.02
Range 12.5	\$ 2,647.24	\$ 2,777.29	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74
Range 13.0	\$ 2,710.01	\$ 2,850.54	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48
Range 13.5	\$ 2,777.29	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67
Range 14.0	\$ 2,850.54	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40
Range 14.5	\$ 2,917.78	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09
Range 15.0	\$ 2,991.04	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31
Range 15.5	\$ 3,067.26	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97
Range 16.0	\$ 3,139.02	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66
Range 16.5	\$ 3,216.74	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83
Range 17.0	\$ 3,297.48	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99
Range 17.5	\$ 3,376.67	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15
Range 18.0	\$ 3,460.40	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80
Range 18.5	\$ 3,550.09	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89
Range 19.0	\$ 3,632.31	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05
Range 19.5	\$ 3,724.97	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17
Range 20.0	\$ 3,814.66	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76
Range 20.5	\$ 3,911.83	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85
Range 21.0	\$ 4,005.99	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95
Range 21.5	\$ 4,106.15	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03
Range 22.0	\$ 4,204.80	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12
Range 22.5	\$ 4,313.89	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17
Range 23.0	\$ 4,417.05	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70
Range 23.5	\$ 4,529.17	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17	\$ 5,505.22
Range 24.0	\$ 4,639.76	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70	\$ 5,635.28
Range 24.5	\$ 4,757.85	\$ 4,994.03	\$ 5,245.17	\$ 5,505.22	\$ 5,780.27
Range 25.0	\$ 4,872.95	\$ 5,115.12	\$ 5,370.70	\$ 5,635.28	\$ 5,914.81
Range 25.5	\$ 4,994.03	\$ 5,245.17	\$ 5,505.22	\$ 5,780.27	\$ 6,068.79
Range 26.0	\$ 5,115.12	\$ 5,370.70	\$ 5,635.28	\$ 5,914.81	\$ 6,212.26
Range 26.5	\$ 5,245.17	\$ 5,505.22	\$ 5,780.27	\$ 6,068.79	\$ 6,370.69
Range 27.0	\$ 5,370.70	\$ 5,635.28	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19
Range 27.5	\$ 5,505.22	\$ 5,780.27	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57
Range 28.0	\$ 5,635.28	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06
Range 28.5	\$ 5,780.27	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93
Range 29.0	\$ 5,914.81	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06	\$ 7,189.85
Range 29.5	\$ 6,068.79	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71
Range 30.0	\$ 6,212.26	\$ 6,520.19	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58
Range 30.5	\$ 6,370.69	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01
Range 31.0	\$ 6,520.24	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74
Range 31.5	\$ 6,690.57	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01
Range 32.0	\$ 6,846.06	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52
Range 32.5	\$ 7,023.93	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56
Range 33.0	\$ 7,189.85	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83
Range 33.5	\$ 7,373.71	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56	\$ 8,961.66
Range 34.0	\$ 7,548.58	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83	\$ 9,176.66
Range 34.5	\$ 7,742.01	\$ 8,129.01	\$ 8,535.56	\$ 8,961.66	\$ 9,409.25
Range 35.0	\$ 7,925.74	\$ 8,322.52	\$ 8,738.83	\$ 9,176.66	\$ 9,635.98

**Employee Anniversary Increments:**

Anniversary increments in the amount of \$82.74 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

7 years of service:	\$82.74
10 years of service:	\$165.48
15 years of service:	\$248.22
20 years of service:	\$330.96
25 years of service:	\$413.70

Night Shift Pay Differential:

Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

Bilingual Stipend:

Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

Classified Substitute Pay:

Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

AVID Tutor (exempt) \$15 per hour

	Step A	Step B	Step C	Step D	Step E
Range 3.0					
Range 3.5					
Range 4.0					
Range 4.5					
Range 5.0					
Range 5.5					
Range 6.0					
Range 6.5					
Range 7.0					
Range 7.5					
Range 8.0					
Range 8.5					
Range 9.0					
Range 9.5					
Range 10.0					
Range 10.5					
Range 11.0					
Range 11.5		\$ 15.27	\$ 16.02	\$ 16.83	\$ 17.70
Range 12.0		\$ 15.63	\$ 16.45	\$ 17.26	\$ 18.11
Range 12.5	\$ 15.27	\$ 16.02	\$ 16.83	\$ 17.70	\$ 18.56
Range 13.0	\$ 15.63	\$ 16.45	\$ 17.26	\$ 18.11	\$ 19.02
Range 13.5	\$ 16.02	\$ 16.83	\$ 17.70	\$ 18.56	\$ 19.48
Range 14.0	\$ 16.45	\$ 17.26	\$ 18.11	\$ 19.02	\$ 19.96
Range 14.5	\$ 16.83	\$ 17.70	\$ 18.56	\$ 19.48	\$ 20.48
Range 15.0	\$ 17.26	\$ 18.11	\$ 19.02	\$ 19.96	\$ 20.96
Range 15.5	\$ 17.70	\$ 18.56	\$ 19.48	\$ 20.48	\$ 21.49
Range 16.0	\$ 18.11	\$ 19.02	\$ 19.96	\$ 20.96	\$ 22.01
Range 16.5	\$ 18.56	\$ 19.48	\$ 20.48	\$ 21.49	\$ 22.57
Range 17.0	\$ 19.02	\$ 19.96	\$ 20.96	\$ 22.01	\$ 23.11
Range 17.5	\$ 19.48	\$ 20.48	\$ 21.49	\$ 22.57	\$ 23.69
Range 18.0	\$ 19.96	\$ 20.96	\$ 22.01	\$ 23.11	\$ 24.26
Range 18.5	\$ 20.48	\$ 21.49	\$ 22.57	\$ 23.69	\$ 24.89
Range 19.0	\$ 20.96	\$ 22.01	\$ 23.11	\$ 24.26	\$ 25.48
Range 19.5	\$ 21.49	\$ 22.57	\$ 23.69	\$ 24.89	\$ 26.13
Range 20.0	\$ 22.01	\$ 23.11	\$ 24.26	\$ 25.48	\$ 26.77
Range 20.5	\$ 22.57	\$ 23.69	\$ 24.89	\$ 26.13	\$ 27.45
Range 21.0	\$ 23.11	\$ 24.26	\$ 25.48	\$ 26.77	\$ 28.11
Range 21.5	\$ 23.69	\$ 24.89	\$ 26.13	\$ 27.45	\$ 28.81
Range 22.0	\$ 24.26	\$ 25.48	\$ 26.77	\$ 28.11	\$ 29.51
Range 22.5	\$ 24.89	\$ 26.13	\$ 27.45	\$ 28.81	\$ 30.26
Range 23.0	\$ 25.48	\$ 26.77	\$ 28.11	\$ 29.51	\$ 30.99
Range 23.5	\$ 26.13	\$ 27.45	\$ 28.81	\$ 30.26	\$ 31.76
Range 24.0	\$ 26.77	\$ 28.11	\$ 29.51	\$ 30.99	\$ 32.51
Range 24.5	\$ 27.45	\$ 28.81	\$ 30.26	\$ 31.76	\$ 33.35
Range 25.0	\$ 28.11	\$ 29.51	\$ 30.99	\$ 32.51	\$ 34.12
Range 25.5	\$ 28.81	\$ 30.26	\$ 31.76	\$ 33.35	\$ 35.01
Range 26.0	\$ 29.51	\$ 30.99	\$ 32.51	\$ 34.12	\$ 35.84
Range 26.5	\$ 30.26	\$ 31.76	\$ 33.35	\$ 35.01	\$ 36.75
Range 27.0	\$ 30.99	\$ 32.51	\$ 34.12	\$ 35.84	\$ 37.62
Range 27.5	\$ 31.76	\$ 33.35	\$ 35.01	\$ 36.75	\$ 38.60
Range 28.0	\$ 32.51	\$ 34.12	\$ 35.84	\$ 37.62	\$ 39.50
Range 28.5	\$ 33.35	\$ 35.01	\$ 36.75	\$ 38.60	\$ 40.52
Range 29.0	\$ 34.12	\$ 35.84	\$ 37.62	\$ 39.50	\$ 41.48
Range 29.5	\$ 35.01	\$ 36.75	\$ 38.60	\$ 40.52	\$ 42.54
Range 30.0	\$ 35.84	\$ 37.62	\$ 39.50	\$ 41.48	\$ 43.55
Range 30.5	\$ 36.75	\$ 38.60	\$ 40.52	\$ 42.54	\$ 44.67
Range 31.0	\$ 37.62	\$ 39.50	\$ 41.48	\$ 43.55	\$ 45.73
Range 31.5	\$ 38.60	\$ 40.52	\$ 42.54	\$ 44.67	\$ 46.90
Range 32.0	\$ 39.50	\$ 41.48	\$ 43.55	\$ 45.73	\$ 48.02
Range 32.5	\$ 40.52	\$ 42.54	\$ 44.67	\$ 46.90	\$ 49.24
Range 33.0	\$ 41.48	\$ 43.55	\$ 45.73	\$ 48.02	\$ 50.42
Range 33.5	\$ 42.54	\$ 44.67	\$ 46.90	\$ 49.24	\$ 51.70
Range 34.0	\$ 43.55	\$ 45.73	\$ 48.02	\$ 50.42	\$ 52.94
Range 34.5	\$ 44.67	\$ 46.90	\$ 49.24	\$ 51.70	\$ 54.29
Range 35.0	\$ 45.73	\$ 48.02	\$ 50.42	\$ 52.94	\$ 55.59



Employee Anniversary Increments:

Anniversary increments in the amount of \$82.74 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the hourly compensation of classified employees:

- 7 years of service: \$0.48
- 10 years of service: \$0.95
- 15 years of service: \$1.43
- 20 years of service: \$1.91
- 25 years of service: \$2.39

Night Shift Pay Differential:

Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

Bilingual Stipend:

Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

Classified Substitute Pay:

Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

AVID Tutor (exempt) \$15 per hour

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 03, 2022

Agenda Section: Section D: Action Items

Approval of Revised 2021-22 Compensation for Management and Confidential Employees (Torres)

In order to continue the District's goal to attract and retain highly qualified employees, the following compensation package for the unrepresented Management and Confidential employee groups is presented for the Board's consideration:

- Salary increase 4.5% on-schedule and 2% off-schedule, retroactive to 7/1/2021
- Increase in Medical CAP to \$14,219

FISCAL IMPACT:

The fiscal impact is \$903,126 from LCFF S&C, ESSER, and Child Nutrition funds for the following costs:

- Salary increase of 4.5% on-schedule, retroactive to July 1, 2021
- Salary bonus of 2.0% off-schedule, for the 2021-22 fiscal year
- Increase the District Health & Welfare Benefit Contribution by \$1,000, for a new Contribution of \$14,219

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2021-2022 compensation revisions, as detailed above.

ADDITIONAL MATERIALS:

- Attached:** [2021-22 Certificated Management Salary Schedule 8.03.22 \(three pages\)](#)
- [2021-22 Classified Management Salary Schedule 8.03.22 \(two pages\)](#)
- [Confidential Salary Schedule_08.03.2022 \(two pages\)](#)

CERTIFICATED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2021-22

(Effective retroactive to 7-1-2021)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all certificated management positions of the Oxnard School District.

Vacation Days. Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

Management Service	Vacation Days	
	11 Months	12 Months
Years 1 – 3	20	22
Years 4 – 7	21	23
Years 8 – 11	22	24
Years 12 – 15	23	25
Years 16 or more	24	26

Annual Salary: An annual salary is earned during the period beginning July 1 and ending June 30.

Method of Payment: The annual salary will be divided into 12 equal installments, the first installment to be paid on the last working day of the month, and subsequent installments to be paid on the last working day of each month.

Stipend for Doctorate: An annual stipend of \$750 will be granted to management staff with an earned doctorate degree.

Anniversary Increments: Anniversary increments in the amount of \$1,205 shall be added to the salary schedule of management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,205, \$2,410, \$3,615, \$4,820, \$6,025, \$7,230 and \$8,435.

Implementation of Salary Schedule: Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

<i>Position</i>	<i>Days</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Director, Pupil Services	261	\$ 126,943	\$ 138,362	\$ 150,817
Director, Special Education	261	\$ 126,943	\$ 138,362	\$ 150,817
Director, School Performance & Student Outcomes	261	\$ 126,943	\$ 138,362	\$ 150,817
Director, Teaching & Learning	261	\$ 126,943	\$ 138,362	\$ 150,817
Director, Enrichment & Specialized Programs	261	\$ 126,943	\$ 138,362	\$ 150,817
Director, Certificated Human Resources	261	\$ 126,943	\$ 138,362	\$ 150,817
Manager, Special Education	261	\$ 116,248	\$ 126,705	\$ 138,112
Manager, Mathematics & Physical Education	261	\$ 112,346	\$ 122,452	\$ 133,473
Manager, Equity, Family, & Community Engagement	261	\$ 112,346	\$ 122,452	\$ 133,473

Credit for Out of District Management Experience: Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted one-half longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

SITE ADMINISTRATOR COMPENSATION AND BENEFIT PROGRAM: 2021-22

(Effective retroactive to 7-1-2021)

The salary schedule indicated below shall serve as the base for the determination of salaries for all identified positions.

Preamble:

Our policy for the compensation of site administrators is based on a variety of ideas and principles to assist us in making this policy and its impacts on our students and their learning functional. Those principles include:

1. As a function of their heightened responsibility, administrators should be compensated at a higher daily rate than those that they supervise.
2. Salary of site administrators is based on an assumption that there need not be a “salary schedule” as the District will pay for their expertise and competence from the outset. There is no need for additional “steps” as the District’s policy is to pay for experience and competence from the beginning.
3. Administrators can only move to additional compensation alternatives or positions based on their performance in the school, not factors of seniority or longevity. Performance presumes that there is the presence of some evidence to substantiate the performance.
4. It is in the District’s interest to have its site administrators compensation positioned at the same level of the market (i.e., the tri-county area) as the market position of the compensation of other District employee groups, and in no case not below the top half of the market to provide for effective administrative recruitment and retention.

Annual Salary: An annual salary is earned during the period beginning August 1 and ending July 31.

Method of Payment: The annual salary will be divided into 12 approximately equal installments (eleven (11) installments and one (1) summer pay). The first installment is to be paid on the last business day of August and subsequent installments to be paid on the last business day of each month.

Stipend for Doctorate: An annual stipend of \$750 will be granted to site administrators with an earned doctorate degree.

Stipend for Bilingual Administrator: An Annual stipend of 2% of the site administrator’s base salary will be granted to each administrator upon verification of fluency in a language determined by the Board of Trustees to be a language in significant usage in within the District. Fluency shall be considered verified by possession of a BCLAD certificate or Bilingual Certificate of Competence, or passage of subtests (III, IV, and V) of the California Subject Examinations for Teachers (CSET): Languages Other Than English (LOTE) with a proficient score determined by the California Commission on Teacher Credentialing.

Implementation of Salary Schedule: Initial placement of all site administration employees will be to the non- Master level of the appropriate salary schedule for the position, regardless of their prior position or experience. To advance to the Master level, an Assistant Principal must have the written approval of the Superintendent based on the recommendation and performance evidence provided by the School Principal. For a principal to advance to the Master level, the principal must have recorded action of the Board of Trustees, based on the recommendation and performance evidence provided by the Superintendent.

Duties Assigned Beyond the Regularly Designated Duty Year: Management employees who are assigned by the Superintendent or designee to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

<i>Position</i>	<i>Days</i>	<i>Daily Rate</i>	<i>Annual</i>
Master Principal, Middle School/K-8	215	\$ 694.95	\$ 149,414
Master Principal, Elementary School	210	\$ 658.70	\$ 138,328
Master Assistant Principal, Middle School/K-8	210	\$ 601.21	\$ 126,254
Master Assistant Principal, Elementary School	205	\$ 601.21	\$ 123,248
Principal, Middle School/K-8	215	\$ 658.70	\$ 141,620
Principal, Elementary School	210	\$ 608.91	\$ 127,871
Assistant Principal, Middle School/K-8	210	\$ 587.60	\$ 123,396
Assistant Principal, Elementary School	205	\$ 587.60	\$ 120,458

Health and Welfare Benefits: Effective October 1, 2021, the District will make an annual contribution for all Certificated Management equivalent to that of OEA's District contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

Health and Welfare Benefits for Retirees: For any Certificated Management employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Certificated Management employee and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

Certificated Management hired on or after July 1, 2012 will not be eligible to receive District-paid retiree benefits.

Extended Sick Leave: During each school year, should a Certificated Administrator exhaust all available sick leave, including all accumulated sick leave, and, due to illness or injury, continues to be absent from his/her duties for an additional period up to five school months, the employee shall receive his/her regular salary minus one-half their per diem rate.

An employee shall not be provided more than one five-month period per illness or injury. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

Retirement Contribution Benefits: The District shall provide to Certificated Management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

Professional Organization Membership: Upon annual written request, and the timely processing of membership by the employee, the District shall pay the membership dues of Certificated Management employees for the Association of California School Administrators or any other appropriate professional organization approved by the Superintendent.

Substitute Administrator Pay Rate: Effective July 1, 2022, substitute non-contracted administrator pay rate shall be established as follow:

Substitute administrator covering for a School Site principal shall be paid at the daily rate of an elementary principal regardless of what assigned school site.

All other substitute administrators shall be paid the daily rate of an elementary Assistant Principal regardless, if assigned to a site school or district office.

Board approved 8/03/2022 – increase of 4.5%

CLASSIFIED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2021-22

(Effective retroactive to 7-1-2021)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all classified management positions of the Oxnard School District.

Vacation Days. Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

Management Service	Vacation Days	
	11 Months	12 Months
Years 1 – 3	20	22
Years 4 – 7	21	23
Years 8 – 11	22	24
Years 12 – 15	23	25
Years 16 or more	24	26

Annual Salary: An annual salary is earned during the period beginning July 1 and ending June 30.

Method of Payment: The annual salary will be divided by the number of months in which paid days occur. The total number of months of service will be paid in equal installments starting with the first month in which service occurs.

Stipend for Doctorate: An annual stipend of \$750 will be granted to management staff with an earned doctorate degree.

Anniversary Increments: Anniversary increments in the amount of \$1,205 shall be added to the salary schedule of management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,205, \$2,410, \$3,615, \$4,820, \$6,025, \$7,230 and \$8,435.

Implementation of Salary Schedule: Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

Credit for Out of District Management Experience: Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted one-half longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

Duties Assigned Beyond the Regularly Designated Duty Year: Management employees who are assigned by mutual agreement to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

Health and Welfare Benefits: Effective October 1, 2021, the District will make an annual contribution equivalent to that of OEA's District contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

Classified Managers Hired prior to June 30, 2012: For any Classified Manager employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

Classified Managers Hired after July 1, 2012:

Classified Managers hired on or after July 1, 2012 are not eligible to receive District-paid retiree benefits.

Retirement Contribution Benefits: The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

Professional Organization Membership: The District shall pay directly to the organization an amount not to exceed the membership dues of the Association of California School Administrators for management employees who process membership in ACSA or any other appropriate professional organization approved by the Superintendent.

Position	Paid Days*	Step 1	Step 2	Step 3
Chief Information Officer	261	\$ 131,829	\$ 143,689	\$ 156,623
Director of Classified Human Resources	261	\$ 126,993	\$ 138,425	\$ 150,883
Director of Finance	261	\$ 116,513	\$ 126,993	\$ 138,425
Director of Facilities	261	\$ 116,513	\$ 126,993	\$ 138,425
MEP Maintenance & Energy Programs Manager	261	\$ 105,461	\$ 115,378	\$ 125,294
Director of Network Operations	261	\$ 104,159	\$ 113,534	\$ 123,748
Director of Purchasing	261	\$ 99,925	\$ 108,913	\$ 118,717
Senior Manager, Maintenance & Operations	261	\$ 96,342	\$ 105,008	\$ 114,459
Director of Child Nutrition Services	261	\$ 94,587	\$ 103,097	\$ 112,376
Risk Manager	261	\$ 94,162	\$ 102,632	\$ 111,869
Human Resources Manager	261	\$ 94,162	\$ 102,632	\$ 111,869
Director of Early Childhood Education Programs	261	\$ 89,272	\$ 97,303	\$ 106,061
Director of Transportation	261	\$ 89,272	\$ 97,303	\$ 106,061
Accounting Manager/Internal Auditor	261	\$ 80,000	\$ 87,196	\$ 95,045
Executive Assistant to the Superintendent	261	\$ 80,000	\$ 87,196	\$ 95,045
Web Content Analyst	261	\$ 80,000	\$ 87,196	\$ 95,045
Enrollment Center Manager	261	\$ 76,856	\$ 83,769	\$ 91,310
Warehouse/Graphics Manager	261	\$ 70,596	\$ 76,946	\$ 83,872
Custodial Services Manager	261	\$ 69,149	\$ 75,382	\$ 82,167
Grounds Manager	261	\$ 69,149	\$ 75,382	\$ 82,167
Maintenance Manager	261	\$ 69,149	\$ 75,382	\$ 82,167
Asst. Director of Child Nutrition Services	261	\$ 66,600	\$ 72,591	\$ 79,124

*Calendar work days plus holidays

Board approved 8/03/2022 – increase of 4.5%

CONFIDENTIAL COMPENSATION AND BENEFIT PROGRAM: 2021-22

(effective 7.1.2021)

Salary Schedule: Designated Confidential Employees will be paid at the appropriate range and step of the salary schedule indicated below.

Range #	STEPS					ANNIVERSARY INCREMENTS*				
	A	B	C	D	E	7 Yrs	10 Yrs	15 Yrs	20 Yrs	25 Yrs
						E+\$40	E+\$80	E+\$120	E+\$160	E+\$200
1.0	\$3,169	\$3,328	\$3,493	\$3,670	\$3,851	\$3,891	\$3,931	\$3,971	\$4,011	\$4,051
1.5	\$3,251	\$3,409	\$3,584	\$3,760	\$3,948	\$3,988	\$4,028	\$4,068	\$4,108	\$4,148
2.0	\$3,328	\$3,493	\$3,670	\$3,851	\$4,042	\$4,082	\$4,122	\$4,162	\$4,202	\$4,242
2.5	\$3,409	\$3,584	\$3,760	\$3,948	\$4,150	\$4,190	\$4,230	\$4,270	\$4,310	\$4,350
3.0	\$3,493	\$3,670	\$3,851	\$4,042	\$4,250	\$4,290	\$4,330	\$4,370	\$4,410	\$4,450
3.5	\$3,584	\$3,760	\$3,948	\$4,149	\$4,356	\$4,396	\$4,436	\$4,476	\$4,516	\$4,556
4.0	\$3,670	\$3,851	\$4,042	\$4,250	\$4,466	\$4,506	\$4,546	\$4,586	\$4,626	\$4,666
4.5	\$3,760	\$3,948	\$4,149	\$4,355	\$4,574	\$4,614	\$4,654	\$4,694	\$4,734	\$4,774
5.0	\$3,851	\$4,042	\$4,250	\$4,466	\$4,681	\$4,721	\$4,761	\$4,801	\$4,841	\$4,881
5.5	\$3,948	\$4,150	\$4,356	\$4,574	\$4,801	\$4,841	\$4,881	\$4,921	\$4,961	\$5,001
6.0	\$4,042	\$4,250	\$4,466	\$4,681	\$4,917	\$4,957	\$4,997	\$5,037	\$5,077	\$5,117
6.5	\$4,150	\$4,356	\$4,574	\$4,801	\$5,044	\$5,084	\$5,124	\$5,164	\$5,204	\$5,244
7.0	\$4,250	\$4,466	\$4,681	\$4,917	\$5,162	\$5,202	\$5,242	\$5,282	\$5,322	\$5,362
7.5	\$4,356	\$4,574	\$4,801	\$5,044	\$5,289	\$5,329	\$5,369	\$5,409	\$5,449	\$5,489
8.0	\$4,466	\$4,681	\$4,917	\$5,162	\$5,422	\$5,462	\$5,502	\$5,542	\$5,582	\$5,622
8.5	\$4,574	\$4,801	\$5,044	\$5,289	\$5,553	\$5,593	\$5,633	\$5,673	\$5,713	\$5,753
9.0	\$4,681	\$4,917	\$5,162	\$5,422	\$5,694	\$5,734	\$5,774	\$5,814	\$5,854	\$5,894
9.5	\$4,801	\$5,044	\$5,289	\$5,553	\$5,834	\$5,874	\$5,914	\$5,954	\$5,994	\$6,034
10.0	\$4,917	\$5,162	\$5,422	\$5,694	\$5,974	\$6,014	\$6,054	\$6,094	\$6,134	\$6,174
10.5	\$5,044	\$5,289	\$5,553	\$5,834	\$6,128	\$6,168	\$6,208	\$6,248	\$6,288	\$6,328
11.0	\$5,162	\$5,422	\$5,694	\$5,974	\$6,274	\$6,314	\$6,354	\$6,394	\$6,434	\$6,474
11.5	\$5,289	\$5,553	\$5,834	\$6,128	\$6,434	\$6,474	\$6,514	\$6,554	\$6,594	\$6,634
12.0	\$5,422	\$5,694	\$5,974	\$6,274	\$6,590	\$6,630	\$6,670	\$6,710	\$6,750	\$6,790
12.5	\$5,553	\$5,834	\$6,128	\$6,434	\$6,757	\$6,797	\$6,837	\$6,877	\$6,917	\$6,957

* Anniversary Increments

Employees shall earn an increment of \$40 each at the beginning of the 7th, 10th, 15th, 20th and 25th years of service.

Each confidential position will be assigned a range number and workdays as follows:

Position	Days	Range	Stipend
Senior Executive Assistant to the Superintendent	261	12.5	\$373
Executive Assistant to the Asst. Superintendent of Human Resources	261	10.0	\$373
Executive Assistant to the Asst. Superintendent of Ed. Services	261	10.0	\$373
Executive Assistant to the Asst. Superintendent of Business Services	261	10.0	\$373
Human Resources Analyst	261	10.0	\$373
Administrative Assistant to Director, Certificated Human Resources	261	7.5	\$373

Assignment to Step and Anniversary Increments. Annual salary increments (steps), including anniversary increments, are effective on the employee's anniversary date. The anniversary date is established in the following manner:

- All employees shall have a common anniversary date of July 1, beginning on July 1, 1989, for purposes of step movement and longevity increments only. Beginning July 1, 1989, individuals hired on or before December 31 shall be eligible to receive an anniversary step increment step the ensuing July. An individual hired after December 31 shall not be eligible to receive an anniversary step increment until the July following the first July.
- Annual salary increments (steps), including anniversary increments, are effective on each anniversary date until the maximum step is reached on the assigned salary range. An employee will begin receiving the seven- year anniversary increment at the beginning of his/her seventh year of service to the District regardless of classification; without a break in service. The same procedures will be followed for subsequent anniversary increments.

Confidential Stipend. In addition to the scheduled salary, each designated confidential employee shall receive a stipend per month as indicated for individual positions. Anniversary increments of \$50.00 per month shall be added to the stipend of Confidential positions at the beginning of the 6th, 9th, 12th, 15th, 18th and 21st years of service.

Professional Growth. All confidential employees of the Oxnard School District are eligible to participate in the classified Professional Growth Award Program.

Health and Welfare Benefits

Effective October 1, 2021, the District will make an annual contribution equivalent to that of OEA's District contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life

Disability Retirement Under PERS. Confidential employees with at least ten (10) years service with the district who receive a disability retirement under PERS, shall be eligible for the same medical retirement benefits as regular retirees.

The health and welfare benefits for retirees are subject to whatever modifications and specifications as may apply in future years to confidential employees on active duty.

Health and Welfare Benefits for Retirees

For any Confidential Employee employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Confidential employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

Confidential Employees hired on or after July 1, 2012 are not be eligible to receive District-paid retiree benefits.

Retirement Contribution Benefits. The district shall provide confidential employees the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the Oxnard School District. Exhibit 7560(A) E, addresses the specifics of this benefit.

Professional Organization Membership. The district shall pay directly to the organization an amount not to exceed the annual membership dues of the Association of California Administrators for confidential employees who process membership in ACSA, a professional secretarial or other appropriate professional organization approved by the Superintendent.

DRAFT - On-schedule 4.5% salary increase, Board approved 08.03.2022

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 03, 2022

Agenda Section: Section D: Action Items

Approval of Emergency Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) for 2022-23 for Ana Vasquez (Torres/Batista)

The District is recommending that the Board of Trustees approve this action item for an Emergency BCLAD, as described under Education Code 4453.3, for Ana Vasquez to serve as a Dual Language Instruction (DLI) first grade teacher at Elm Street School for the 2022-23 school year until the employee receives a BCLAD.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Emergency BCLAD for Ana Vasquez for the 2022-23 school year, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 03, 2022

Agenda Section: Section D: Action Items

Approval of Provisional Internship Permit in Math for Stephanie Lopez for the 2022-23 School Year (Torres/Batista)

The District is recommending that the Board of Trustees approve this action item for a Provisional Internship Permit: Single Subject Math for Stephanie Lopez to serve as a 6th – 8th grade Math Teacher at Soria, K-8 until employee completes a credential program and secures a credential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Provisional Internship Permit for Stephanie Lopez, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 03, 2022

Agenda Section: Section D: Action Items

Approval of a Provisional Internship Permit in Special Education for the 2022-2023 School Year for Samantha Orosco (Torres/Batista)

The District is recommending that the Board of Trustees approve this action item for a Provisional Internship Permit in Special Education for Samantha Orosco to serve as a K-8, Mild to Moderate teacher at Chavez, K-8 for the 2022-23 school year, until the employee completes a credential program and secures a credential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Provisional Internship Permit in Special Education for Samantha Orosco, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 03, 2022

Agenda Section: Section D: Action Items

Approval of Provisional Internship Permit in Spanish for the 2022-23 School Year for Virginia Ramirez (Torres/Batista)

The District is recommending that the Board of Trustees approve this action item for a Provisional Internship Permit: Single Subject Spanish for Virginia Ramirez to serve as a 6th – 8th grade Spanish Teacher at Lopez Academy until employee completes a credential program and secures a credential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Provisional Internship Permit for Virginia Ramirez, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: August 03, 2022

Agenda Section: Section D: Action Items

Approval of Variable Term Waiver: Pupil Personnel Services Credential, School Counseling and California Basic Educational Skills Test (“CBEST”) Waiver for Ruby Marron for the 2022-2023 School Year (Torres/Batista)

The District is recommending that the Board of Trustees approve this action item for a Variable Term Waiver for a Pupil Personnel Services Credential, School Counseling and a CBEST Waiver, as described under Education Code: 44252(b) and 44253.3 to allow Ruby Marron to serve as a Program Specialist: Behavior for the 2022-2023 school year until the employee completes credential program.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Variable Term Waiver: Pupil Personnel Services Credential and CBEST Waiver for the 2022-23 school year, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: August 03, 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:

- April 20, 2022 Regular Meeting
- May 4, 2022 Regular Meeting
- May 18, 2022 Regular Meeting
- June 1, 2022 Regular Meeting
- June 8, 2022 Special Meeting
- June 22, 2022 Regular Meeting
- June 28, 2022 Special Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

- Attached:** [Minutes April 20 2022 Regular Board Meeting \(16 pages\)](#)
[Minutes May 4 2022 Regular Board Meeting \(11 pages\)](#)
[Minutes May 18 2022 Regular Board Meeting \(10 pages\)](#)
[Minutes June 1 2022 Regular Board Meeting \(10 pages\)](#)
[Minutes June 8 2022 Special Board Meeting \(4 pages\)](#)
[Minutes June 22 2022 Regular Board Meeting \(20 pages\)](#)
[Minutes June 28 2022 Special Board Meeting \(5 pages\)](#)

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. Katalina Martinez, Member
Ms. Debra M. Cordes, Member

ADMINISTRATION

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

MINUTES REGULAR BOARD MEETING Wednesday, April 20, 2022

5:00 PM - Open Meeting
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

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:01 p.m.

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

A.2. Pledge of Allegiance to the Flag

Christian Steffenauer, 8th grade student at Fremont School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Alexa Babauta, 8th grade student at Fremont School, read the district's Mission and Vision Statement in English. Carlos Cruz, 8th grade student at Fremont School, read the district's Mission and Vision Statement in Spanish.

A.4. Presentation by Fremont School

Ms. Chantal Anderson-Witherspoon, Principal, provided a presentation about Fremont School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following amendment:

- Item F.3 - *First Reading - Board Policies AP/BP 5148.3 Preschool/Early Childhood Education (DeGenna/Valdes)* All references to "AP" should be changed to "AR".

Motion #21-137 Adoption of Agenda as Amended

Mover: Debra Cordes

Seconder: Katalina Martinez

Moved To: Adopt as Amended

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

A.6. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.7. Closed Session

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

April 20, 2022

The Board convened to closed session at 5:33 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

- Public Employee(s) Evaluation

- Principals

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

Consider the Request to Expel Student:

- Case No. 21-04 (Action Item)

A.8. Reconvene to Open Session (7:00 PM)

The Board reconvened to open session at 7:06 p.m.

A.9. Report Out of Closed Session

President Robles-Solis reported that the Board would be returning to closed session at the end of the regular meeting.

Motion #21-138 Approval of Request to Expel Student - Case No. 21-04

Mover: Debra Cordes

Secunder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

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

A.10. Californians Together Award Presentation (Aguilera-Fort/DeGenna/Fox)

Ms. Martha Hernandez and Ms. Marcia Turner with Californians Together presented the "Lynne Aoki Multiple Pathways to Biliteracy District Recognition Award" to Oxnard School District.

A.11. Measure D Bond Oversight Committee Annual Report (Mitchell)

Ms. Alyssa Maria, Chair, presented the Measure D Bond Oversight Committee's fifth Annual Report to the Board of Trustees.

Section B: PUBLIC COMMENT/HEARINGS

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

- Anthony Stankoski (*3 additional minutes donated by Jodi Stankoski*) re: negotiations
- Ilene Poland (*3 additional minutes donated by Luz Chavez*) re: negotiations
- Joel Kirschenstein on behalf of Rio School District Board and Superintendent re: interim agreement with Rio - appreciate cooperation from district staff, especially the CBO and Director of Transportation

B.2. Public Hearing: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2021-2022 and 2022-2023 Negotiations, Pursuant to Government Code Section 3547 (Torres/Batista)

Dr. Victor Torres, Assistant Superintendent, Human Resources, conducted a public hearing to sunshine OSSA's and OSD's initial proposals for 2021-22 and 2022-23 negotiations.

Motion #21-139 Authorization for the District to Enter into Contract Negotiations for the 2021-2022 and 2022-2023 School Years and any Additional Years, as may be Mutually Agreed Upon by the Parties

Mover: Debra Cordes

Seconder: Katalina Martinez

Moved To: Authorize

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

B.3. Conduct Public Hearing and Consider Adoption of Resolution #21-26 of the Board of Trustees of the Oxnard School District to Adopt the Residential and Commercial/Industrial Development School Fee Justification Study Prepared for the Oxnard School District by Cooperative Strategies Pursuant to Government Code Section 66016.5 (Mitchell) (Hearing & Action Item)

Ms. Valerie Mitchell, Interim Assistant Superintendent, Business & Fiscal Services, and Mr. Justin Rich of Cooperative Strategies conducted a public hearing to consider adoption of Resolution #21-26 to adopt the Residential and Commercial/Industrial Development School Fee Justification Study prepared for the district by Cooperative Strategies.

Motion #21-140 Adoption of Resolution #21-26 to Adopt the Residential and Commercial/Industrial Development School Fee Justification Study Prepared for the Oxnard School District by Cooperative Strategies Pursuant to Government Code Section 66016.5

Mover: Debra Cordes

Seconder: Jarely Lopez

Moved To: Adopt

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

B.4. Conduct Public Hearing and Consider Adoption of Resolution #21-27 of the Board of Trustees of the Oxnard School District to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620 (Mitchell) (Hearing & Action Item)

Ms. Valerie Mitchell, Interim Assistant Superintendent, Business & Fiscal Services, and Mr. Justin Rich of Cooperative Strategies conducted a public hearing to consider adoption of Resolution #21-27 to increase statutory school fees imposed on new residential and commercial/industrial development projects pursuant to Education Code Section 17620.

Motion #21-141 Adoption of Resolution #21-27 of the Board of Trustees of the Oxnard School District to Increase Statutory School Fees Imposed on New Residential and Commercial/Industrial Development Projects Pursuant to Education Code Section 17620

Mover: Katalina Martinez

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #21-142 Approval of Consent Agenda as Presented

Mover: Jarely Lopez

Seconder: Katalina Martinez

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

C.1. Request for Approval of Out of State Meeting Attendance (Aguilera-Fort)

For Dr. Karling Aguilera-Fort to attend the Renaissance Advisory Board meeting, May 11-13, 2022, in Tucson Arizona, at no cost to Oxnard School District.

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

For Ms. Melissa Moser to attend the 2022 Hawaii University International Conference on STEM/STEAM and Education to be held on June 8-10, 2022 in Honolulu, Hawaii, at a cost of \$750.00 to be paid out of Title I funds.

C.3. Request for Approval of Resolution #21-24 Identifying District Representatives to the State Allocation Board (Mitchell)

To appoint Valerie Mitchell, MPPA, Interim Assistant Superintendent, Business & Fiscal Services, as an additional authorized District Representative with the Office of Public School Construction/State Allocation Board.

C.4. Ratification of CREDIT Change Order #1 to Agreement #20-181 with Quality Paving for Asphalt Paving Project 2021 (Mitchell/Miller)

In the credit amount of (\$17,257.00).

C.5. Enrollment Report (Mitchell)

As presented.

C.6. Purchase Order/Draft Payment Report #21-08 (Mitchell/Franz)

As presented.

C.7. Approval of the Oxnard School District 2022-23 School and Work Year Calendars (Torres)

As presented.

C.8. Approval of the 2021-22 Quarterly Report on Williams Uniform Complaints, Third Quarter (Torres)

As presented.

C.9. Personnel Actions (Torres/Batista/Torres)

As presented.

C.10. Establishment and Abolishment of Positions (Torres/Torres)

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

As presented.

Section C: APPROVAL OF AGREEMENTS

C.11. Approval of Amendment #1 to Agreement/MOU #21-122 – Parker Anderson Enrichment-Central LA (DeGenna/Shea)

To increase the number of sessions of enrichment activities provided for after school students, in the amount of \$247,500.00, to be paid out of ASES funds.

C.12. Approval of Agreement #21-192 – Hip Hop Mindset (DeGenna/Zaidi)

To provide 2 instructors per day to do hip hop lessons with students at Ritchen Elementary School on 4/25/22, 4/27/22, 5/2/22, and 5/4/22, in the amount not to exceed \$1,280.00, to be paid out of Title 1 funds.

C.13. Approval of Agreement #21-193 – Sterling Venue Ventures, LLC (DeGenna)

For the 8th Grade Promotion Ceremonies for Frank, Fremont and Lopez Academies to be held at the Oxnard Performing Arts Center on Thursday, June 16, 2022, in the amount not to exceed \$6,500.00, to be paid out of the Unrestricted General Fund.

C.14. Approval of Agreement/MOU #21-194 with Children and Families First Commission of Ventura County for Facilities Use at Harrington Early Childhood Development Center (DeGenna/Valdes)

To establish the terms between the Oxnard School District and Children and Families First Commission of Ventura County (First 5) for use of office space at Harrington Early Childhood Development Center, April 21, 2022 to June 30, 2023, in the amount of \$7,500.00 to be paid to Oxnard School District by Interface Children and Family Services.

C.15. Approval of Agreement #21-195 – Rio School District (Mitchell/Galvan)

To establish the terms between Oxnard School District and Rio School District for the joint use of the OSD Transportation Facility, May 1, 2022 through April 30, 2023, in the amount of \$30,000.00 paid to Oxnard School District by Rio School District.

C.16. Approval of Agreement #21-199, Pavement Engineering Inc. (Mitchell/Miller)

To provide Engineering Design and Support, Inspection, and Contract Administration Services for the 2023 Asphalt Project at Lopez and McAuliffe schools, April 21, 2022 through August 5, 2023, in the amount of \$152,000.00, to be paid out of Deferred Maintenance funds.

C.17. Approval of Agreement #22-01 – enVision Consulting Group (DeGenna/Nocero)

For the yearly revision and translation of the Annual Parent Rights Notification Handbook, July 1, 2022 through June 30, 2025, in the total amount not to exceed \$7,500.00 (\$2,500.00/annually), to be paid out of the General Fund.

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

Section C: RATIFICATION OF AGREEMENTS

C.18. Ratification of Amendment #2 to Agreement #17-273 with Crown Castle Fiber/Sunesys for Wide Area Network Digital Transmission Services (Aguilera-Fort/Kranzler)

To extend the agreement for provision of Wide Area Network Digital Transmission Services through June 30, 2023, in the amount of \$183,600.00. E-Rate will fund \$165,240.00 and the remaining \$18,360.00 will be paid out of the General Fund.

C.19. Ratification of Agreement #21-182 – Food Share of Ventura County (Mitchell/Lugotoff)

To work with Oxnard School District to recover shelf stable cans, fruits, and vegetables that may be nearing their expiration date, March 4, 2022 through June 30, 2024, at no cost to Oxnard School District.

C.20. Ratification of Agreement #21-189 – Fillmore Unified School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)

For Oxnard School District to provide services for Fillmore Unified School District student #HZ071413 for the 2021-2022 school year, including Extended School Year (ESY), Fillmore Unified School District will reimburse Oxnard School District in the amount of \$35,601.26.

C.21. Ratification of Agreement #21-190 – Fillmore Unified School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)

For Oxnard School District to provide services for Fillmore Unified School District student #JC111411 for the 2021-2022 school year, including Extended School Year (ESY), Fillmore Unified School District will reimburse Oxnard School District in the amount of \$35,601.26.

C.22. Ratification of Agreement #21-191 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

For Special Circumstances Paraeducator Services (SCP's) for students #DS080410, #JN090409, #IH081410, #JM111710, #DG052310, #SR112811, #ZS121507, #JM111710, #IO111109, in the amount of \$302,567.10, to be paid out of Special Education funds.

C.23. Ratification of Agreement #21-196 – Art Trek Inc. (DeGenna/Cordes)

For providing professional art instruction to students at Lemonwood Elementary School on March 22 and 24, 2022, in the amount not to exceed \$1,250.00, to be paid out of Supplemental Concentration Funds.

C.24. Ratification of Agreement #21-197 – Walter D. Schwartz (Torres)

To provide services related to Collective Bargaining training and facilitation services, and management consulting services and advice to the District regarding educational administrative issues as specified by the Superintendent and/or designee, April 1, 2022 through June 30, 2023, in the amount not to exceed \$30,000.00 including travel/lodging expenses, to be paid out of the General Fund (Negotiations).

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

C.25. Ratification of Agreement #21-198 – Louise K. Taylor, Ph.D. (Torres)

To provide services related to Interest-Based Bargaining (IBB), collective bargaining/labor-relations, and management services as specified by the Superintendent and/or designee, inclusive of facilitation of IBB negotiations and training in IBB practices, April 1, 2022 through June 30, 2022, in the amount not to exceed \$2,000.00 including travel/lodging expenses, to be paid out of the General Fund (Negotiations).

Section D: ACTION ITEMS

D.1. Approval of NGSS Science Curriculum-Imagine Learning (DeGenna/Fox)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, Dr. Aracely Fox, Director of Teaching and Learning and Ms. Sarah Raskin, Teacher on Special Assignment, presented information regarding the proposed NGSS Science Curriculum with Imagine Learning. It was recommended that the Board approve the selection and purchase of the materials, for an eight-year term through June 30, 2030, in the amount of \$2,389,399.28, to be paid out of the General Fund.

Motion #21-143 Approval of NGSS Science Curriculum-Imagine Learning

Mover: Debra Cordes

Secunder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

D.2. Approval of Committed Fund Balance Resolution #21-22 (Mitchell/Crandall Plasencia)

Ms. Valerie Mitchell, Interim Assistant Superintendent, Business & Fiscal Services and Ms. Mary Crandall Plasencia, Director of Finance, recommended the Board's approval of Resolution #21-22 authorizing the establishment of a committed fund balance in the General Fund in accordance with Education Code section 33127, which allows for the identification and commitment of fund balance for specified purpose(s).

Motion #21-144 Approval of Committed Fund Balance Resolution #21-22

Mover: Debra Cordes

Secunder: Katalina Martinez

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

D.3. Consideration of Votes for 2022 CSBA Delegate Assembly Run-Off Elections (Aguilera-

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

Fort)

The Board of Trustees, as a whole, had to opportunity to vote for one candidate in a run-off election for CSBA's Delegate Assembly, Subregion 11-B. The candidates involved were Darlene Bruno (Hueneme ESD) and Efrain Cazares (Ocean View SD).

Motion #21-145 Approval of Vote for Darlene Bruno in 2022 CSBA Delegate Assembly Run-Off Election, Subregion 11-B

Mover: Debra Cordes

Seconder: Veronica Robles-Solis

Moved To: Approve

Ayes: 3 - Debra Cordes, Monica Madrigal Lopez, Veronica Robles-Solis

Nays: 1 - Katalina Martinez

Abstain: 1 - Jarely Lopez

Motion Result: Passed

D.4. Adoption of Resolution #21-28 Emergency Resolution to Determine that an Emergency Existed Regarding Christa McAuliffe Elementary School Flood (Mitchell)

On January 4, 2022, Christa McAuliffe Elementary School experienced a sudden, unexpected leak, resulting in severe water damage that required immediate water mitigation (Emergency Repairs) to mitigate damage to the District's property and to minimize the potential health and safety impacts on District students, staff, teachers and the general public. Ms. Valerie Mitchell, Interim Assistant Superintendent, Business & Fiscal Services, recommended the Board's adoption of Emergency Resolution #21-28 determining that an emergency existed at McAuliffe School beginning January 4, 2022 and ratifying the work agreement between the district and First Onsite Property Restoration for water mitigation service. Upon unanimous approval by the Board, the resolution will be presented to the Ventura County Superintendent of Schools for final approval.

Motion #21-146 Adoption of Resolution #21-28 Emergency Resolution to Determine that an Emergency Existed Regarding Christa McAuliffe Elementary School Flood

Mover: Debra Cordes

Seconder: Katalina Martinez

Moved To: Adopt

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

D.5. Approval of Resolution #21-29 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Driffill Preschool Classrooms (Aguilera-Fort/Mitchell)

Mr. Greg Norman with Caldwell Flores Winters, Inc. presented information regarding the

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

Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program. Following the presentation, Dr. Karling Aguilera-Fort, Superintendent, and Ms. Valerie Mitchell, Interim Assistant Superintendent, Business & Fiscal Services, recommended the Board's approval of Resolution #21-29 authorizing the Superintendent, in consultation with Caldwell Flores Winters, to complete and submit all documents required by any agencies having jurisdiction to cause the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program applications for Driffill Elementary School (Preschool Programs) and funding applications to be submitted to the appropriate state agencies at the soonest possible date.

Motion #21-147 Approval of Resolution #21-29 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Driffill Preschool Classrooms

Mover: Debra Cordes

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

D.6. Approval of Resolution #21-30 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Driffill Transitional Kindergarten Classrooms (Aguilera-Fort/Mitchell)

Mr. Greg Norman with Caldwell Flores Winters, Inc. presented information regarding the Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program. Following the presentation, Dr. Karling Aguilera-Fort, Superintendent, and Ms. Valerie Mitchell, Interim Assistant Superintendent, Business & Fiscal Services, recommended the Board's approval of Resolution #21-30 authorizing the Superintendent, in consultation with Caldwell Flores Winters, to complete and submit all documents required by any agencies having jurisdiction to cause the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program applications for Driffill Elementary School (Transitional Kindergarten Classrooms) and funding applications to be submitted to the appropriate state agencies at the soonest possible date.

Motion #21-148 Approval of Resolution #21-30 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Driffill Transitional Kindergarten Classrooms

Mover: Jarely Lopez

Seconder: Monica Madrigal Lopez

Moved To: Approve

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

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez,
Veronica Robles-Solis
Motion Result: Passed

D.7. Approval of Resolution #21-31 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Driffill Kindergarten Classrooms (Aguilera-Fort/Mitchell)

Mr. Greg Norman with Caldwell Flores Winters, Inc. presented information regarding the Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program. Following the presentation, Dr. Karling Aguilera-Fort, Superintendent, and Ms. Valerie Mitchell, Interim Assistant Superintendent, Business & Fiscal Services, recommended the Board's approval of Resolution #21-31 authorizing the Superintendent, in consultation with Caldwell Flores Winters, to complete and submit all documents required by any agencies having jurisdiction to cause the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program applications for Driffill Elementary School (Driffill Kindergarten Classrooms) and funding applications to be submitted to the appropriate state agencies at the soonest possible date.

Motion #21-149 Approval of Resolution #21-31 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Driffill Kindergarten Classrooms

Mover: Katalina Martinez

Seconder: Debra Cordes

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, 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:

- June 23, 2021 Regular Meeting
- August 4, 2021 Regular Meeting
- August 11, 2021 Special Board Meeting
- August 21, 2021 Special Board Meeting
- August 25, 2021 Regular Board Meeting
- September 8, 2021 Regular Board Meeting
- September 22, 2021 Regular Board Meeting

Motion #21-150 Approval of Minutes of Board meetings as Presented - June 23, 2021 Regular Meeting, August 4, 2021 Regular Meeting, August 11, 2021 Special Board Meeting, August 21, 2021 Special Board Meeting, August 25, 2021 Regular Board Meeting, September 8, 2021 Regular Board Meeting, September 22, 2021 Regular Board Meeting

Mover: Monica Madrigal Lopez

Seconder: Debra Cordes

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

Section F: BOARD POLICIES

F.1. First Reading - Board Policy BP 0415 Equity (DeGenna/Jefferson)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented revisions to Board Policy BP 0415 Equity for First Reading. The revised policy will be presented for Second Reading and Adoption at the May 4, 2022 Regular Board meeting.

F.2. First Reading – BP and AR 1312.3 Uniform Complaint Procedures (Torres)

Dr. Victor Torres, Assistant Superintendent, Human Resources, presented revisions to Board Policies BP and AR 1312.3 Uniform Complaint Procedures for First Reading. The revised policy will be presented for Second Reading and Adoption at the May 4, 2022 Regular Board meeting.

F.3. First Reading - Board Policies AP/BP 5148.3 Preschool/Early Childhood Education (DeGenna/Valdes)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented revisions to Board Policies AP/BP 5148.3 Preschool/Early Childhood Education for First Reading. The revised policy will be presented for Second Reading and Adoption at the May 4, 2022 Regular Board meeting.

Section G: CONCLUSION

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

Dr. Aguilera-Fort

- Earth Day 4/22
- April - Autism Awareness Month
- State Superintendent Tony Thurmond and Senator Monique Limon visit at Soria School April 12, 2022
- Oxnard Scholars Art Gala at Frank School, April 7, 2022
- vaccine clinic at Harrington School, April 9, 2022

- career day at Driffill School, April 6, 2022
- Californians Together Award - thank you to staff and teachers who are making this
- program take place
- remembering David Llanes

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

Debra Cordes

- condolences to the Llanes family
- attended virtual CABE conference - dual language & Superintendent Aguilera-Fort's presentation re: Superintendent Fellows
- attended afterschool program art gala at Frank
- attended Soria event with Supt. Thurmond and Senator Limon
- hope everyone enjoyed Spring Break
- looking forward to end of school year
- Kiwanis track meet on May 7

Katalina Martinez

- congratulations to everyone on Lynne Aoki award

Monica Madrigal Lopez

- thank you to everyone and to student Steffenauer
- attended Eastside Little League opening day; so important to see students out there; sports play a huge role in responsibility and teamwork
- attended the Oxnard Scholars Gala at Frank
- attended virtual CABE conference
- yesterday visited Rose Avenue - 4th grade classroom and community circles
- today visited Ramona and Rose Avenue - great to see students in school environment
- thank you to teachers and administrators for all the work they do

Jarely Lopez

- thank you for being here and for engaging the community
- attended Scholars Gala at Frank School; thank you to Teatro Inlakech for teaching music and dance for free
- congratulations on the Lynne Aoki award

Veronica Robles-Solis

- attended virtual CABE conference
- thank you to teachers, parents, and staff for making sure students are successful
- exciting to see students in sports again
- thank you to all volunteers

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

Closed Session

The Board convened to closed session at 8:35 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - 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:
 - a. Public Employee(s) Discipline/Dismissal/Release
 - b. Public Employee(s) Evaluation
 - Principals

4. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
Consider the Request to Expel Student:
 - Case No. 21-04 (Action Item)

Reconvene to Open Session

The Board reconvened to open session at 10:19 p.m.

Report Out of Closed Session

President Robles-Solis reported that there was nothing to report out.

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 10:20 p.m.

Motion to adjourn

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Adjourn

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

Ayes: 5 - Debra Cordes, Katalina Martinez, 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 3rd day of August, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of April 20, 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

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

April 20, 2022

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. Katalina Martinez, Member
Ms. Debra M. Cordes, Member

ADMINISTRATION

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

MINUTES

REGULAR BOARD MEETING

Wednesday, May 4, 2022

5:00 PM - Open Meeting

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

May 4, 2022

Section A: PRELIMINARY

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

Clerk Lopez called the meeting to order at 5:01 p.m.

Present: Trustees Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, and Jarely Lopez. President Veronica Robles-Solis joined the meeting at 5:40 p.m. Also in attendance were Superintendent Karling Aguilera-Fort, Assistant Superintendent Anabolena DeGenna, Assistant Superintendent Victor Torres, Interim Assistant Superintendent Valerie Mitchell, and Senior Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Zuriel Garcia, 4th grade student in Ms. Cano's class at Harrington School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Cianna Recio, 5th grade student in Ms. Mechling's class at Harrington School, read the district's Mission and Vision Statement in English. Sebastian Kempton, 3rd grade student in Ms. Dempsey's class at Harrington School, read the district's Mission and Vision Statement in Spanish.

Sarah Gale, 5th grade student in Ms. Mechling's class at Harrington School, performed "Ode to Joy" on the electric keyboard. Grace Alfaro, 3rd grade student in Ms. Dempsey's class at Harrington School, performed "The Lion Sleeps Tonight" on the electric keyboard.

A.4. Presentation by Harrington School

Ms. Rosaura Castellanos, Principal, provided a presentation about Harrington School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #21-151 Adoption of Agenda as Presented

Mover: Debra Cordes

Secunder: Katalina Martinez

Moved To: Adopt

Ayes: 4 - Debra Cordes, Monica Madrigal Lopez, Katalina Martinez, Jarely Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

A.6. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

- Dori Hagerman re: reinstatement of ELA 8th grade teaching position at Lopez Academy

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

(with 6 extra minutes donated by Nancy Booth and Janet Marks)

A.7. Closed Session

The Board convened to closed session at 5:36 p.m. to consider the following items:

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

2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
Consider the Request to Expel Student:
 - Case No. 21-05 (Action Item)

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

4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Evaluation
 - Assistant Superintendents
 - Principals

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

A.8. Reconvene to Open Session (7:00 PM)

The Board reconvened to open session at 7:15 p.m.

A.9. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #21-152 Approval of Request to Expel Student - Case No. 21-05

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

Mover: Debra Cordes
Second: Katalina Martinez
Moved To: Approve
Ayes: 3 - Debra Cordes, Katalina Martinez, Veronica Robles-Solis
Nays: 2 - Monica Madrigal Lopez, Jarely Lopez
Motion Result: Passed

**A.10. Adoption of Resolution #21-23 in Recognition of “School Lunch Hero Day”
(Mitchell/Lugotoff)**

The Board adopted Resolution #21-23 in recognition of "School Lunch Hero Day".

Motion #21-153 Adoption of Resolution #21-23 in Recognition of “School Lunch Hero Day”
Mover: Debra Cordes
Second: Jarely Lopez
Moved To: Adopt
Ayes: 5 - Debra Cordes, Monica Madrigal Lopez, Katalina Martinez, Jarely Lopez, Veronica Robles-Solis
Motion Result: Passed

**A.11. Adoption of Resolution #21-25 in Recognition of “Teacher Appreciation Week 2022”
(Aguilera-Fort)**

The Board adopted Resolution #21-25 in recognition of "Teacher Appreciation Week 2022".

Motion #21-154 Adoption of Resolution #21-25 in Recognition of “Teacher Appreciation Week 2022”
Mover: Debra Cordes
Second: Monica Madrigal Lopez
Moved To: Adopt
Ayes: 5 - Debra Cordes, Monica Madrigal Lopez, Katalina Martinez, Jarely Lopez, Veronica Robles-Solis
Motion Result: Passed

**A.12. Adoption of Resolution #21-32 "National School Nurse Day" May 11, 2022
(DeGenna/Nocero)**

The Board adopted Resolution #21-32 in recognition of "National School Nurse Day" May 11, 2022.

Motion #21-155 Adoption of Resolution #21-32 "National School Nurse Day" May 11, 2022
Mover: Debra Cordes
Second: Monica Madrigal Lopez
Moved To: Adopt
Ayes: 5 - Debra Cordes, Monica Madrigal Lopez, Katalina Martinez, Jarely Lopez, Veronica

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

Robles-Solis

Motion Result: Passed

A.13. Adoption of Resolution #21-33 "Better Hearing and Speech Month" May 2022 (DeGenna/Jefferson)

The Board adopted Resolution #21-33 in recognition of "Better Hearing and Speech Month" May 2022.

Motion #21-156 Adoption of Resolution #21-33 "Better Hearing and Speech Month" May 2022

Mover: Debra Cordes

Seconder: Jarely Lopez

Moved To: Adopt

Ayes: 5 - Debra Cordes, Monica Madrigal Lopez, Katalina Martinez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

Section B: PUBLIC COMMENT/HEARINGS

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

- Nuria Avila re: promotions - allow students to wear gowns
- Emily Arteaga re: promotions - allow students to wear gowns
- Miranda Fernandez re: promotions - allow students to wear gowns
- Anabel Gonzalez re: promotions - allow students to wear gowns
- Eric Arteaga re: promotions - allow students to wear gowns

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #21-157 Approval of Consent Agenda as Presented

Mover: Debra Cordes

Seconder: Katalina Martinez

Moved To: Approve

Ayes: 5 - Debra Cordes, Monica Madrigal Lopez, Katalina Martinez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

C.1. 3rd Quarter Williams Activity Report (DeGenna/Thomas)

As presented.

C.2. Establishment of Positions (Torres/Torres)

As presented.

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

C.3. Approval of Out of State Conference Attendance (Aguilera-Fort/DeGenna/Shea)

For Dr. Karling Aguilera-Fort and Dr. Ginger Shea to attend the 2022 National School Public Relations Association (NSPRA) Seminar in Chicago, Illinois, July 16 through July 20, 2022, in the amount not to exceed \$9,000.00 for registration, airfare, ground travel, lodging and meals, to be paid from LCAP funds.

C.4. Personnel Actions (Torres/Batista/Torres)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.5. Approval of Agreement #21-201 – Dr. Elin Kelsey (DeGenna/Fox)

To provide guest lecturer services for the B-WET Teacher Professional Development Program grant, May 1, 2022 through July 30, 2022, in the amount not to exceed \$1,500.00, to be paid out of NOAA B-WET Grant Funds.

C.6. Approval of Agreement #21-202 – Twig Education Inc. (DeGenna/Fox)

To provide 8 Days of Onsite Professional Development in Intro to Next Generation Science Training (NGSS) for up to 40 participants per day and 5 Days of Professional Development Webinars for up to 40 participants per day, June 1, 2022 through June 30, 2025, in the amount not to exceed \$43,426.88, to be paid out of Supplemental Concentration Funds.

C.7. Approval of Agreement #22-03 - Gold Coast K9 (DeGenna/Nocero)

To provide six K9 visits per month for ten months at Lopez, Frank and Fremont Middle Schools, as well as one K9 visit per month for ten months at Chavez, Curren, Driffill, Kamala, Lemonwood, Marshall and Soria Schools, July 1, 2022 through June 30, 2023, in the amount not to exceed \$26,000.00, to be paid out of the General Fund.

C.8. Approval of Amendment #3 to Agreement #21-130 – Island Packers (DeGenna/Fox)

For one (1) additional teacher professional development day on June 18, 2022, for a trip to Santa Rosa Island, Channel Islands National Park, at no additional cost to the original agreement amount.

C.9. Approval of Agreement #22-04 - Ventura County Office of Education/SELPA (DeGenna/Nocero)

To provide behavior consultation to support classroom management skills and behavior management in the classroom, July 1, 2022 through June 30, 2023, in the amount of \$15,480.00, to be paid out of MAA Funds.

C.10. Approval of Agreement #22-05 – Center for Teaching for Biliteracy (DeGenna/Fox)

To provide Virtual and In-Person Professional Development in the area of Dual Language

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

Programs for K-4th grade teachers on creating learning plans (lesson plans) from biliteracy units, August 11, 2022 through August 12, 2022, in the amount not to exceed \$40,000.00, to be paid out of Title II funds.

Section C: RATIFICATION OF AGREEMENTS

C.11. Ratification of Amendment #1 to Agreement #21-162, American Language Services (DeGenna/Jefferson)

To provide additional translation services for the backlog of approximately four hundred (400) IEP's dating back to 2016, in the amount not to exceed \$240,000.00, to be paid out of Special Education Funds.

C.12. Ratification of Agreement #21-200 – Sandra Alexander (DeGenna/Jefferson)

To provide Independent Education Evaluation Services for the Special Education Services Department to complete evaluations and Auditory Verbal Therapy, March 1, 2022 through June 30, 2022, in the amount not to exceed \$6,240.00, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

D.1. Consideration and Adoption of Resolution #21-35 of the Oxnard School District Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting “Specification of the Election Order” to be held on November 8, 2022 (Aguilera-Fort)

The Board of Trustees adopted Resolution #21-35 ordering a Regular Governing Board member election, ordering consolidation with other elections, and constituting "specification of the election order" to be held on November 8, 2022.

Motion #21-158 Adoption of Resolution #21-35 of the Oxnard School District Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting “Specification of the Election Order” to be held on November 8, 2022

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Debra Cordes, Monica Madrigal Lopez, Katalina Martinez, 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:

- October 6, 2021 Regular Meeting

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

- October 20, 2021 Regular Meeting
- November 3, 2021 Regular Meeting
- November 17, 2021 Regular Meeting
- December 15, 2021 Regular Meeting

Motion #21-159 Approval of Minutes of Board meetings as Presented - October 6, 2021 Regular Meeting, October 20, 2021 Regular Meeting, November 3, 2021 Regular Meeting, November 17, 2021 Regular Meeting, December 15, 2021 Regular Meeting

Mover: Monica Madrigal Lopez

Second: Debra Cordes

Moved To: Approve

Ayes: 5 - Debra Cordes, Monica Madrigal Lopez, Katalina Martinez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

Section F: BOARD POLICIES

F.1. Second Reading and Adoption - BP 0415 Equity (DeGenna/Jefferson)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented revisions to Board Policy BP 0415 Equity for Second Reading and Adoption.

Motion #21-160 Adoption of Revisions to Board Policy BP 0415 Equity

Mover: Katalina Martinez

Second: Debra Cordes

Moved To: Adopt

Ayes: 5 - Debra Cordes, Monica Madrigal Lopez, Katalina Martinez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

F.2. Second Reading and Adoption – BP and AR 1312.3 Uniform Complaint Procedures (Torres)

Dr. Victor Torres, Assistant Superintendent, Human Resources, presented revisions to Board Policy BP and AR 1312.3 Uniform Complaint Procedures for Second Reading and Adoption.

Motion #21-161 Adoption of Revisions to Board Policy BP and AR 1312.3 Uniform Complaint Procedures

Mover: Debra Cordes

Second: Katalina Martinez

Moved To: Adopt

Ayes: 5 - Debra Cordes, Monica Madrigal Lopez, Katalina Martinez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

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

F.3. Second Reading and Adoption - AR/BP 5148.3 Preschool/Early Childhood Education (DeGenna/Valdes)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented revisions to Board Policy AR/BP 5148.3 Preschool/Early Childhood Education for Second Reading and Adoption.

Motion #21-162 Adoption of Revisions to Board Policy AR/BP 5148.3 Preschool/Early Childhood Education

Mover: Monica Madrigal Lopez

Seconder: Jarely Lopez

Moved To: Adopt

Ayes: 5 - Debra Cordes, Monica Madrigal Lopez, Katalina Martinez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

Section G: CONCLUSION

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

Dr. Aguilera-Fort

- Rockin' 2 Sports Fest at Frank
- Chavez School
- Oxnard College President's Advisory Council
- what students say about good teachers
- thank you to teachers
- School Lunch Hero Day
- National School Nurse Day
- Better Hearing and Speech Month
- BOOST Conference
- Congratulations to Dr. DeGenna on ACSA Recognition

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

Debra Cordes

- thank you to all for the resolutions that passed tonight
- attending Masters in Governance re: finance
- thank you to everyone for the job they are doing
- asked everyone to do their best so our students get what they deserve
- Kiwanis track meet on Saturday at Hueneme High School
- happy birthday Trustee Martinez

Katalina Martinez

- thank you to all that had resolutions today - it takes a team
- thank you to parents that attended tonight for speaking about their concerns

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

Monica Madrigal Lopez

- thank you to all that had resolutions today - thank you for being a part of the village
- attended Rockin 2 sports at Frank - great turnout
- mural being painted in Colonia at Parque del Sol re: mental health - done by students in housing
- thank you to parents for being here today

Jarely Lopez

- thank you to all 4 professions that were highlighted tonight
- looking forward to promotions
- thank you to parents for coming

Veronica Robles-Solis

- thank you to all 4 professions that received resolutions tonight for all they do to move our students forward

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 8:15 p.m.

Motion to adjourn

Mover: Debra Cordes

Secunder: Katalina Martinez

Moved To: Adjourn

Ayes: 5 - Debra Cordes, Monica Madrigal Lopez, Katalina Martinez, 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 3rd day of August, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of May 4, 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

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. Katalina Martinez, Member
Ms. Debra M. Cordes, Member

ADMINISTRATION

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

MINUTES

REGULAR BOARD MEETING Wednesday, May 18, 2022

5:00 PM - Open Meeting

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

May 18, 2022

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:01 p.m. There was a moment of silence in remembrance of former Soria student Raymond Jimenez.

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

A.2. Pledge of Allegiance to the Flag

Ashly Mayo Gonzalez, 8th grade student in Ms. Torres's class at Kamala School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Briana Quiroz, 6th grade student in Ms. Ceja's class at Kamala School, read the district's Mission and Vision Statement in English. Jovanni Flores Santillan, 5th grade student in Ms. Gerber's class at Kamala School, read the district's Mission and Vision Statement in Spanish.

A.4. Presentation by Kamala School

Dr. Matthew Rubin, Principal, provided a presentation about Kamala School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following amendment:

Item C.12. – Ratification of Agreement #21-203 – Dynam!c Education Services Inc. (DeGenna/Jefferson) needs to be PULLED from the agenda, to be brought back at a future date.

Motion #21-163 Adoption of Agenda as Amended

Mover: Debra Cordes

Seconder: Jarely Lopez

Moved To: Adopt as Amended

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

A.6. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.7. Closed Session

The Board convened to closed session at 5:27 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - OAH Case #2022030220
 - OAH Case #2022030057
 - 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) Evaluation
 - Principals
 - Assistant Superintendents
4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release

A.8. Reconvene to Open Session (7:00 PM)

The Board reconvened to open session at 7:13 p.m.

A.9. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #21-164 Approval of Settlement Agreement - OAH Case #2022030220

Mover: Debra Cordes

Secunder: Monica Madrigal Lopez

Moved To: Approve

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

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

Motion #21-165 Approval of Settlement Agreement - OAH Case #2022030057

Mover: Debra Cordes

Seconder: Katalina Martinez

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

A.10. Adoption of Resolution #21-36 in Recognition of "Classified School Employee Week 2022" (Aguilera-Fort)

The Board of Trustees adopted Resolution #21-36 in recognition of Classified School Employee Week 2022.

Motion #21-166 Adoption of Resolution #21-36 in Recognition of "Classified School Employee Week 2022"

Mover: Debra Cordes

Seconder: Katalina Martinez

Moved To: Adopt

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

Section B: PUBLIC COMMENT/HEARINGS

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

There were no comments.

Section C: CONSENT AGENDA

The consent agenda was approved as amended.

Motion #21-167 Approval of Consent Agenda as Amended

Mover: Jarely Lopez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

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

- C.1. Setting of Date for Public Hearing-Oxnard School District 2022-2023 Local Control and Accountability Plan (DeGenna)**
As presented.
- C.2. Setting of Date for Public Hearing – Oxnard School District 2022-2023 Adopted Budget (Mitchell/Crandall Plasencia)**
As presented.
- C.3. Enrollment Report (Mitchell)**
As presented.
- C.4. Disclosure of Collective Bargaining Agreement with OEA (Mitchell/Crandall Plasencia)**
As presented.
- C.5. Purchase Order/Draft Payment Report #21-09 (Mitchell/Franz)**
As presented.
- C.6. Establishment of Positions (Torres/Torres)**
As presented.
- C.7. Personnel Actions (Torres/Batista/Torres)**
As presented.

Section C: APPROVAL OF AGREEMENTS

- C.8. Approval of Agreement #22-02 – Grand Canyon University (Torres/Batista)**
To allow students of GCU to participate in student teaching internships, practicum, and observations at school sites within Oxnard School District, July 1, 2022 through June 30, 2025, at no cost to Oxnard School District.
- C.9. Approval of Agreement #22-11 – California Lutheran University (Torres/Batista)**
For Oxnard School District to provide clinical experience through supervised school counseling to CLU students enrolled in the Pupil Personnel Services Program in School Counseling, July 1, 2022 through June 30, 2025, at no cost to Oxnard School District.

Section C: RATIFICATION OF AGREEMENTS

- C.10. Ratification of Amendment #2 to Agreement #20-76 with Merrill Educational Center, Non-Public School, NPS (DeGenna/Jefferson)**
To cover the cost of additional services that are being rendered through June 2022, in the amount of \$25,240.00, to be paid out Special Education Funds.

C.11. Approval of Addendum #2 to Agreement/MOU #21-136 – California State University, Channel Islands (DeGenna/Fox)

To add two (2) additional teacher professional development days on May 7, 2022 and June 18, 2022, as well as a Channel Islands Visitor Center Workshop on May 11, 2022, in the amount of \$6,000.00, to be paid out of the NOAA BWET Grant.

C.12. Ratification of Agreement #21-203 – Dynam!c Education Services Inc. (DeGenna/Jefferson)

Item was pulled at Adoption of Agenda.

C.13. Ratification of Agreement/MOU #21-204 - Ventura County Office of Education (DeGenna/Nocero)

To outfit wellness centers in district middle schools, April 1, 2022 through June 30, 2022, funding to be provided to Oxnard School District in the amount of \$75,000.00.

Section D: ACTION ITEMS

D.1. Approval of the Oxnard School District (OSD) and Oxnard Educators Association (OEA) 2021-2022 Collective Bargaining Agreement (Torres)

Dr. Victor Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the 2021-22 Collective Bargaining Agreement between the Oxnard School District and the Oxnard Educators Association.

Motion #21-168 Approval of the Oxnard School District (OSD) and Oxnard Educators Association (OEA) 2021-2022 Collective Bargaining Agreement

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

D.2. Approval of Variable Term Service Waivers in Speech Language Pathology for the 2022-23 School Year (Torres/Batista)

Dr. Victor Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the Variable Term Service Waivers in Speech Language Pathology for the 2022-23 School Year for Natalie Gabrie, Stephanie Gutierrez, Christina Kennedy, and Elizabeth Navarro Hernandez.

Motion #21-169 Approval of Variable Term Service Waivers in Speech Language Pathology for the 2022-23 School Year for Natalie Gabrie, Stephanie Gutierrez, Christina Kennedy, and

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

Elizabeth Navarro Hernandez

Mover: Debra Cordes

Seconder: Katalina Martinez

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

D.3. Declaration of Need for Fully Qualified Educators for the 2022-2023 School Year (Torres/Batista)

Dr. Victor Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the Declaration of Need for Fully Qualified Educators for the 2022-23 school year and authorization for its submission to the State of California Commission on Teacher Credentialing.

Motion #21-170 Approval of Declaration of Need for Fully Qualified Educators for the 2022-2023 School Year

Mover: Debra Cordes

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, 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:

- January 19, 2022 Regular Meeting
- February 2, 2022 Regular Meeting
- February 16, 2022 Regular Meeting

Motion #21-171 Approval of Minutes of Board Meetings as Presented - January 19, 2022 Regular Meeting, February 2, 2022 Regular Meeting, February 16, 2022 Regular Meeting

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

Section G: CONCLUSION

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

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

Dr. Aguilera-Fort

- Mental Health Awareness Month
- Asian American Pacific Islander Month
- Classified School Employees week - acknowledge their work
- Superintendent Fellows
- Dual Language Teacher professional development
- Drifill School - organized response to fire
- Congratulations to Laura Dean on retirement
- remembering Raymond Jimenez

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

Debra Cordes

- mental health month/awareness condolences to
- Jimenez family congratulations to classified school
- employees thank you to OEA for ratifying contract
- promotions will be here soon - looking forward to it
- thank you to Dr. Rubin for his presentation
- thank you to schools that participated in Kiwanis track meet
- attended memorial at Fremont for teacher Myra Garcia

Katalina Martinez

- thank you to Dr. Rubin and Kamala school for presentation
- thank you to classified staff
- condolences to Jimenez family

Monica Madrigal Lopez

- thank you to Dr. Rubin and Kamala staff
- saw that Dr. Marinez graduated last week
- sister graduated last week
- thank you for artwork in Board Room
- mental health month - importance of being nice to others
- condolences to Jimenez family

Jarely Lopez

- mental health - grateful for good role models
- thank you to Dr. Rubin and Ms. Torres for being great leaders at Kamala
- thank you to classified staff for their work
- it is important to take up space

Veronica Robles-Solis

- thank you to classified staff - it takes a village to run our schools
- reminder to Board of next VCSBA meeting May 31st at VCOE
- mental health & stigma of mental illness - would like to connect teachers with resources and support them so they know what to look for
- thank you to teachers for their work - let's continue to work together for the community

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 7:51 p.m.

Motion to adjourn

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Adjourn

Ayes: 5 - Debra Cordes, Katalina Martinez, 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 3rd day of August, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of May 18, 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

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. Katalina Martinez, Member
Ms. Debra M. Cordes, Member

ADMINISTRATION

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

MINUTES

REGULAR BOARD MEETING

Wednesday, June 1, 2022

5:00 PM - Open Meeting

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

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:07 p.m.

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

A.2. Pledge of Allegiance to the Flag

Cecilia Cachola, Kindergarten student in Mrs. Dato's class at McAuliffe School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Mila Pacheco, 2nd grade student in Mrs. Hayman's class at McAuliffe School, read the district's Mission and Vision Statement in English. Sophia Hori, 4th grade student in Ms. Sanders's class at McAuliffe School, read the district's Mission and Vision Statement in Spanish.

A.4. Presentation by Christa McAuliffe School

Mr. Birian Blevins, Principal, provided a presentation about McAuliffe School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #21-172 Adoption of Agenda as Presented

Mover: Debra Cordes

Seconder: Katalina Martinez

Moved To: Adopt

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

A.6. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.7. Closed Session

The Board convened to closed session at 5:34 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

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

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
OAH Case #2022030227

- 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) Evaluation
 - Assistant Superintendents
 - Superintendent

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

- Public Employee(s) Discipline/Dismissal/Release

A.8. Reconvene to Open Session (7:00 PM)

The Board reconvened to open session at 7:06 p.m.

A.9. Report Out of Closed Session

President Robles-Solis reported that the Board would be returning to closed session at the end of the regular meeting.

A.10. Recognition of Superintendent Fellows (Aguilera-Fort)

The Board of Trustees and Superintendent Aguilera-Fort recognized the student members of the Superintendent Fellows for the 2021-22 school year.

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.

B.2. Public Hearing, Oxnard School District 2022-23 Local Control and Accountability Plan

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

(DeGenna)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, conducted a public hearing to open the public comment period for the Oxnard School District 2022-23 Local Control Accountability Plan prior to its adoption at the June 22, 2022 Board meeting.

B.3. Public Hearing: Oxnard School District 2022-23 Budget (Mitchell/Crandall Plasencia)

Ms. Valerie Mitchell, Interim Assistant Superintendent, Business & Fiscal Services, conducted a public hearing to open the public comment period for the Oxnard School District 2022-23 Budget prior to its adoption at the June 22, 2022 Board meeting.

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #21-173 Approval of Consent Agenda as Presented

Mover: Debra Cordes

Seconder: Katalina Martinez

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

C.1. Approval of Out of State Conference Attendance (DeGenna/Ruvalcaba)

For Alberto Mendoza and Teresa Ruvalcaba to attend the Family Engagement in Education: Creating Effective Home and School Partnerships Conference in Cambridge, Massachusetts, July 18 through July 21, 2022; not to exceed \$1,200.00 for meals and public transportation to be paid out of Title I funds; other related travel expenses such as lodging and registration will be paid by the California Collaborative for Educational Excellence (CCEE).

C.2. Approval of New Classification and Job Duties for Interpreter/Community Support Liaison – Trilingual (Mixteco, Spanish, English) (Torres/Torres)

As presented.

C.3. Approval of Executive Assistant to the Superintendent Salary Reallocation (Torres/Torres)

As presented.

C.4. Personnel Actions (Torres/Batista/Torres)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.5. Award of Formal Bid #21-02 and Approval of Agreement #21-205 for Roofing Project

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

2022 (Mitchell/Miller)

With Channel Islands Roofing Inc., in the amount of \$384,947.00, to be paid out of Deferred Maintenance Funds.

C.6. Approval of Agreement #21-208 with Institution Recycling Network (Mitchell/Franz)

To coordinate the logistics of furniture donation, creating projects that match the surplus furniture of Chavez School with the needs of “recipients” (charities and non-profits) all over the world, in the amount not to exceed \$32,563.00, to be paid out of ESSER-2 Funds.

C.7. Approval of Agreement #22-12 – Gopher Sports (DeGenna/Prater)

To provide SPARK PE Professional Development for Oxnard School District Physical Education teachers, Grades K-2 on August 8, 2022, Grades 3-6 on August 9, 2022, and Early Childhood on August 10, 2022, in the amount not exceed \$11,697.00, to be paid out of the Educator Effectiveness Block Grant.

C.8. Approval of Agreement/MOU #22-13 – Ventura County Office of Education – Math Program (DeGenna/Shea)

To provide professional development to the Oxnard Scholars after school program staff once a month for a minimum of nine total training dates, July 1, 2022 through June 30, 2023, in the amount not to exceed \$21,800.00, to be paid out of ASES Grant Funds.

C.9. Approval of Agreement #22-14 – Hatching Results, LLC (DeGenna/Nocero)

To provide 6 days of in-person professional learning, 4 hours of consultation with district school counseling leadership, a Qualtrics survey, copies of Hatching Results for School Counseling, and a co-constructed School Counseling program handbook, July 1, 2022 through June 30, 2023, in the amount of \$90,000.00, to be paid out of Supplemental Concentration Funds.

Section C: RATIFICATION OF AGREEMENTS

C.10. Ratification of Amendment #1 to Agreement #21-54 with Felicia J. Lew, OD (DeGenna/Jefferson)

To provide Independent Education Evaluator Services to the Special Education Department during the 2021-2022 academic year to complete evaluations and optometry support services through the end of the fiscal year 2021-2022, in the amount of \$5,000.00, to be paid out of Special Education Funds.

C.11. Ratification of Amendment #1 to Agreement #21-79, STAR of CA, ERA Ed (DeGenna/Jefferson)

To provide classroom support as consultant and 1 to 1 behavioral therapist for identified students through the end of the fiscal year 2021-2022, in the amount not to exceed \$745,000.00, to be paid out of Special Education Fund.

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

C.12. Ratification of Agreement #21-206 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

To provide exceptional services to special education student #JM111710 that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year 2021-2022, in the amount of \$12,441.76, to be paid out of Special Education Funds.

C.13. Ratification of Agreement #21-207 with Michelle Reyes (Mitchell/Galvan)

To provide training to the Oxnard School District Transportation Department staff to maintain a valid California Special Certificate to operate a school bus and transport students to and from school, according to State and Federal regulations and standards and to audit and validate OSD School Bus Drivers and Transportation Drivers credentials and training records for the California Highway Patrol's annual terminal inspection, February 1, 2022 through June 30, 2023, in the amount not to exceed \$5,000.00, to be paid out of General Funds.

Section D: ACTION ITEMS

D.1. Consideration and Approval of Resolution #21-37 Authorizing the Issuance and Sale of 2022 Refunding General Obligation Bonds (Mitchell/CFW)

Mr. Emilio Flores with Caldwell Flores Winters, Inc. presented information relative to the issuance and sale of 2022 Refunding General Obligation Bonds. Following the presentation, Ms. Valerie Mitchell, Interim Assistant Superintendent, Business & Fiscal Services, recommended the Board's approval of Resolution #21-37 authorizing the issuance and sale of 2022 Refunding General Obligation Bonds.

Motion #21-174 Approval of Resolution #21-37 Authorizing the Issuance and Sale of 2022 Refunding General Obligation Bonds

Mover: Katalina Martinez

Seconder: Debra Cordes

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

D.2. Report and Approval of Universal Prekindergarten (UPK) Implementation Plan for fiscal years 2022-2026 - AB22

Mrs. Noemi Valdes, Director, Early Childhood Education, provided a presentation on the Universal Prekindergarten Implementation Plan. Following the presentation, Dr. Ana DeGenna, Assistant Superintendent, Educational Services, recommended the Board's approval of the Universal Prekindergarten Implementation Plan for fiscal years 2022-2026.

Motion #21-175 Approval of Universal Kindergarten (UPK) Implementation Plan for Fiscal

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

Years 2022-2026

Mover: Debra Cordes

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, 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:

- March 2, 2022 Regular Meeting
- March 16, 2022 Regular Meeting

Motion #21-176 Approval of Minutes of Board Meetings as Presented - March 2, 2022 Regular Meeting, March 16, 2022 Regular Meeting

Mover: Debra Cordes

Seconder: Katalina Martinez

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

Section G: CONCLUSION

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

Dr. Aguilera-Fort

- student conversations re: promotions/gowns
- thank you to Superintendent Fellows
- OSD Student Profile
- safety and emergency preparedness
- partnering with OPD and other agencies
- for the coming weeks - be vigilant, alert, understanding, compassionate, communicate & inform
- honoring the students and teachers of Robb Elementary School
- thank you to teachers, staff, families and community
- Pride month - say "no" to hate

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

June 1, 2022

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

Debra Cordes

- thank to you Mr. Blevins for presentation
- have to consider everything going on in community/schools - safety
- thank you to Dr. Aguilera-Fort for allowing her to finish Masters in Governance course
- went to Delegate Assembly in Sacramento
- attended VCSBA dinner last night - discussed declining enrollment

Katalina Martinez

- thank you to Mr. Blevins and McAuliffe students for their presentation
- thank you to Superintendent Fellows
- Pride month - say "no" to hate
- excited for promotions this month
- honoring families of Robb Elementary
- thank you to teachers and to families for trusting us with their students

Monica Madrigal Lopez

- thank you to Mr. Blevins for presentation
- enjoyed attending the STEAM event at McAuliffe last week - thank you to staff and students
- June 11 - community resource fair at Terraza de las Cortes in La Colonia
- will attend as many promotions as possible
- condolences to Robb Elementary School

Jarely Lopez

- thank you to McAuliffe community for presentation
- enjoyed McAuliffe STEAM event
- thank you to all that presented
- thank you to Superintendent for acknowledging Robb Elementary
- excited for promotions

Veronica Robles-Solis

- enjoyed starting the meeting with McAuliffe students - supportive of each other
- thank you to Superintendent for giving students a voice via the Fellows
- student voice re: promotions/gowns
- thank you to Ms. Martinez, Ms. Romero, Ms. Preciado, Ms. Dominguez, Ms. Zendejas, Ms. Carrillo, Ms. Martinez, Ms. Barajas, Mr. Guillen, Mr. Gandara, Mr. Gurlock, Mr. Lefkovits, Ms. Medina, Ms. Miranda, Mr. Hess, Mr. Donner, Ms. Sandoval, Mr. Moseby, Ms. Garcia, Ms. Fox, Ms. Castellanos, and Ms. Perez for being there for her daughter and for many other students at Soria - made a great impact; great role models for students
- congratulations to all promoting students

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

Closed Session

The Board convened to closed session at 9:15 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
 - OAH Case #2022030227
 - 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) Evaluation
 - Assistant Superintendents
 - Superintendent
4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release

Reconvene to Open Session

The Board reconvened to open session at 9:55 p.m.

Report Out of Closed Session

President Robles-Solis reported that there was nothing to report out.

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 9:56 p.m.

Motion to adjourn

Mover: Debra Cordes

Secunder: Monica Madrigal Lopez

Moved To: Adjourn

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

Ayes: 5 - Debra Cordes, Katalina Martinez, 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 3rd day of August 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of June 1, 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

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. Katalina Martinez, Member
Ms. Debra M. Cordes, Member

ADMINISTRATION

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

MINUTES SPECIAL BOARD MEETING Wednesday, June 8, 2022

5:00 PM - Open 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.

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

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:30 p.m.

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

A.2. Pledge of Allegiance to the Flag

Dr. Aguilera-Fort, Superintendent, led the audience in the Pledge of Allegiance.

A.3. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #21-177 Adoption of Agenda as Presented

Mover: Debra Cordes

Seconder: Katalina Martinez

Moved To: Adopt

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

A.4. Public Participation/Comment (Limit three minutes per person per topic)

- Marylove Gonzalez re: school safety (3 additional minutes donated by Stefanie Garcia)
- Holly Hayes Ray re: school safety
- Maria Snyder re: school safety

A.5. Closed Session

The Board convened to closed session at 5:16 p.m. to consider the following items:

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

- Public Employee Evaluation
- Superintendent

A.6. Reconvene to Open Session

The Board reconvened to open session at 9:50 p.m.

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

A.7. Report Out of Closed Session

President Robles-Solis reported that there was nothing to report out.

Section G: CONCLUSION

G.1. ADJOURNMENT

President Robles-Solis adjourned the meeting at 9:51 p.m.

Motion to adjourn

Mover: Katalina Martinez

Secunder:

Moved To: Adjourn

Ayes: 5 - Debra Cordes, Katalina Martinez, 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 3rd day of August 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Special Board Meeting of June 8, 2022, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

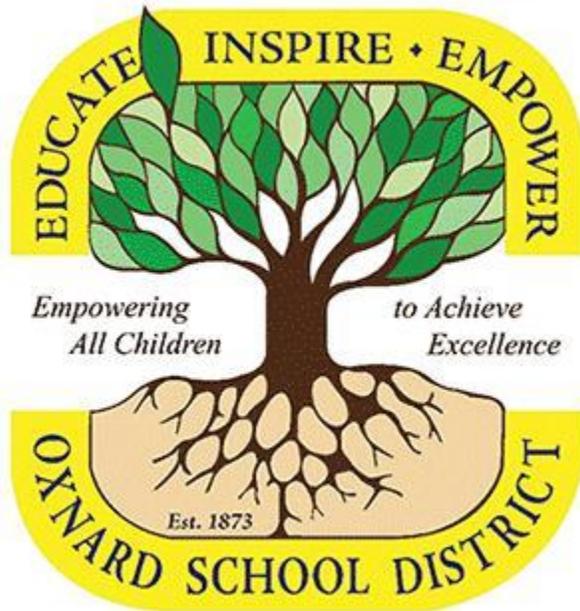
Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

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. Katalina Martinez, Member
Ms. Debra M. Cordes, Member

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Karling Aguilera-Fort, Ed.D.
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Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services
Ms. Valerie Mitchell, MPPA
Interim Assistant Superintendent,
Business & Fiscal Services
Dr. Victor M. Torres
Assistant Superintendent,
Human Resources

MINUTES

REGULAR BOARD MEETING

Wednesday, June 22, 2022

3:00 PM - Open Meeting

3:05 PM - Closed Session to Follow

5:00 PM - Study Session

6:00 PM - Reconvene to Closed Session

7:00 PM - Return to Regular Board Meeting

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

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Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (3:00 PM)

President Robles-Solis called the meeting to order at 3:03 p.m.

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

A.2. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #21-178 Adoption of Agenda as Presented

Mover: Katalina Martinez

Secunder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

A.3. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.4. Closed Session

The Board convened to closed session at 3:05 p.m. to consider the following items:

1. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Evaluation
 - Superintendent
2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
 - Case No. 12-03 - Expulsion, Readmission (Action Item)Consider the Request to Expel Student:
 - Case No. 21-07 (Action Item)
3. Pursuant to Section 54956.9 of Government Code:
 - Conference with Legal Counsel

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

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
OAH Case #2022030227

- Anticipated Litigation:

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

4. 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

5. 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 Principals (2)

A.5. Reconvene to Open Session (5:00 p.m.)

The Board reconvened to open session at 5:15 p.m.

A.6. Report Out of Closed Session

President Robles-Solis reported that the Board would be going back into closed session.

A.7. Pledge of Allegiance to the Flag

Giselle Magana, 5th grade student in Ms. Martinez's class at McKinna School, led the audience in the Pledge of Allegiance.

A.8. District's Vision and Mission Statement

Giselle Magaña, 5th grade student in Ms. Martinez's class at McKinna School, read the district's Mission and Vision statement in English. Ashley Cruz, 3rd grade student in Ms. Garcia's class at McKinna School, read the district's Mission and Vision Statement in Spanish.

A.9. Presentation by McKinna School

Ms. Erika Ragan, Principal, provided a presentation about McKinna School.

A.10. Recognition of Indian Education Students of the Year (Aguilera-Fort)

The Board of Trustees and the Superintendent recognized Nia Castillo, Brekke School, and Grace Vasquez, Driffill School, as the Elementary Level Indian Education Students of the Year.

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

A.11. Study Session - Presentation of the June 2022 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Mitchell/CFW)

Mr. Emilio Flores and Mr. Greg Norman with Caldwell Flores Winters, Inc. provided a presentation on the June 2022 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program. The final report will be placed on the August 2022 Board meeting agenda for adoption.

A.12. Reconvene to Closed Session

The Board reconvened to closed session at 6:11 p.m. to consider the following items:

1. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Evaluation
 - Superintendent

2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
 - Case No. 12-03 - Expulsion, Readmission (Action Item)Consider the Request to Expel Student:
 - Case No. 21-07 (Action Item)

3. 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 #2022030227
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

4. 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

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

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

- Assistant Principals (2)

A.13. Reconvene to Open Session (7:00 PM)

The Board reconvened to open session at 7:10 p.m.

A.14. Report Out of Closed Session

President Robles-Solis reported on the following action taken in closed session:

Motion #21-179 Approval of Stipulated Suspended Expulsion – Case No. 21-07

Mover: Debra Cordes

Seconder: Jarely Lopez

Moved To: Approve

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

Nays: 1 - Katalina Martinez

Motion Result: Passed

A.15. Recognition of Parent Volunteers of the Year (Aguilera-Fort)

The Board of Trustees recognized Parent Volunteers of the Year from each of the district's schools for 2021-2022.

A.16. Recognition of Retirees (Aguilera-Fort)

The Board of Trustees recognized Certificated and Classified retirees for the 2021-22 school year.

A.17. Recess (10 Minutes)

There was a 10-minute recess.

Section B: PUBLIC COMMENT/HEARINGS

There were no comments.

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 #21-180 Approval of Consent as Presented

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-

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

Solis

Motion Result: Passed

- C.1. Accept Correction to Executive Summary for the Developer Fee Study and Developer Fee Increase (Mitchell)**
As presented.
- C.2. Certification of Signatures (Mitchell)**
As presented.
- C.3. Enrollment Report (Mitchell)**
As presented.
- C.4. Approval of Resolution #22-01 to Authorize Appropriation Transfers for 2022-2023 (Mitchell/Crandall Plasencia)**
As presented.
- C.5. Approval of Resolution #22-02 for Authorization to Make Temporary Loans between District Funds for 2022/2023 (Mitchell/Crandall Plasencia)**
As presented.
- C.6. Approval of Resolution #22-03: Authorization for Expenditure Transfers for 2022/2023 (Mitchell/Crandall Plasencia)**
As presented.
- C.7. Approval of Resolution #22-04: Authority for the Board of Trustees to Improve Salaries and Benefits for Certain Categories of Employees after July 1, 2022 (Mitchell/Crandall Plasencia)**
As presented.
- C.8. Approval of 2022-23 Education Protection Account (EPA) Spending Plan (Mitchell/Crandall Plasencia)**
As presented.
- C.9. Disclosure of Collective Bargaining Agreement with OSSA (Mitchell/Crandall Plasencia)**
As presented.
- C.10. Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services throughout Fiscal Year 2022-2023 (Mitchell/Franz)**
As presented.
- C.11. Purchase Order/Draft Payment Report #21-10 (Mitchell /Franz)**

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

As presented.

C.12. Selection of Vendors for Child Nutrition Program (Mitchell/Lugotoff)

As presented.

C.13. Personnel Actions (Torres/Batista/Torres)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.14. Approval of Amendment #4 to Agreement #18-01 Pupil Transportation Services for the 2022-2023 School Year with Durham School Services, L.P. (Mitchell/Galván)

To provide transportation services for the fiscal year 2022-2023 , in the amount of \$4,173,197.22, to be paid out of the General Fund.

C.15. Approval of Amendment #1 to Agreement #20-127 with University of California, San Diego School of Medicine (DeGenna/Jefferson)

To provide Occupational Therapy Prescription Forms to the OSD Special Education Services Department as requested, for the period of July 1, 2022 through June 30, 2025, in the amount of \$5,000.00, to be paid out of Special Education Funds.

C.16. Approval of Agreement #21-215 – The Math Learning Center (DeGenna/Fox)

To provide Online Professional Development for K-5 DLI Teachers, June 28, 2022 through June 30, 2023, in the amount of \$8,000.00, to be paid out of Title II funds.

C.17. Approval of Agreement/MOU #21-218, Oxnard Union High School District (DeGenna/Shea)

To provide K12 Strong Workforce Program (SWP) funding to support career exploration in high demand fields such as Nursing and STEAM, June 23, 2022 through June 30, 2024, funding awarded to Oxnard School District in the amount of \$178,406.00.

C.18. Approval of Agreement #22-06 with Child Development Resources of Ventura County, Inc. (CDR) for Supplying Breakfast and Lunch Meals to Head Start Preschool Students at Sierra Linda and Harrington Schools (Mitchell/Lugotoff)

For the purpose of supplying breakfast and lunch meals to their Head Start programs at Sierra Linda and Harrington Schools during the 2022-23 school year, revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

C.19. Approval of Agreement #22-07 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to James Foster School (Mitchell/Lugotoff)

For the purpose of supplying breakfast and lunch meals for their program at Foster School for the 2022-23 fiscal year, revenue generated by the reimbursement from the Community

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Eligibility Provision covers the cost of operating.

C.20. Approval of Agreement #22-08 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to Dwire School (Mitchell/Lugotoff)

For supplying breakfast and lunch meals for their program at Dwire School for the 2022-23 fiscal year, the revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

C.21. Approval of Agreement #22-09 with Community Action Partnership of San Luis Obispo (CAPSLO) for Supplying Snacks to CAPSLO Preschool Students at Harrington School (Mitchell/Lugotoff)

For supplying breakfast, lunch and snacks to their preschool program at Harrington School for the 2022-23 school year, CAPSLO will reimburse the District for the cost of the meals and snacks provided.

C.22. Approval of Renewal Agreement #22-10 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets (Mitchell/Miller)

For Vallarta's use of the Educational Service Center (ESC) front parking lot, July 1, 2022 through June 30, 2023, in the amount of \$27,825.99 to be paid to Oxnard School District.

C.23. Approval of Agreement/MOU #22-15, Ventura Unified School District (DeGenna/Ruvalcaba)

To explain and confirm the agreement between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium, and the Oxnard School District for the 2022-23 school year, Oxnard School District is required to match the amount of federal funds provided, \$3,414.12, to be paid out of Title I.

C.24. Approval of Agreement #22-17, Frog Environmental (Mitchell/Galvan)

To perform the required Annual Comprehensive Facility Compliance Evaluation (ACCFCE) of the district's Transportation facility, July 1, 2022 through June 30, 2023, in the amount not to exceed \$6,000.00, to be paid out of the General Fund.

C.25. Approval of Agreement #22-18 – Heinemann (DeGenna/Fox)

To provide in-person onsite Professional Development (Coaching and Follow-Up Support) for Literacy Specialists, July 1, 2022 through June 30, 2023, in the amount of \$66,000.00, to be paid out of Expanded Learning Opportunity Grant funds.

C.26. Approval of Agreement #22-19 – Tri-Signal Integration Inc. (Mitchell/Miller)

To perform districtwide annual Fire Alarm Test and Inspection services, July 1, 2022 through October 1, 2022, in the amount of \$69,465.00, to be paid out of Routine Restricted Maintenance funds.

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

C.27. Approval of Agreement/MOU #22-20 – Students for Eco-Education and Agriculture (SEEAG) (DeGenna/Shea)

To provide fieldtrips, farmer’s markets, activities and lessons around nutrition and agriculture to students in the Oxnard School District, July 1, 2022 through June 30, 2023, at no cost to Oxnard School District.

C.28. Approval of Agreement #22-21 – Foundation for California Community Colleges (DeGenna/Shea)

To provide professional development and services to support the After School Education and Safety (ASES) Grant and the Expanded Learning Opportunity Program (ELOP) programs in the Oxnard School District, July 1, 2022 – June 30, 2023, in the amount of \$22,500.00, to be paid out of ASES funds.

C.29. Approval of Agreement #22-22 – Art Trek Inc. (DeGenna/Shea)

To provide enrichment programs during the Expanded Learning Opportunity Programs, July 1, 2022 through June 30, 2023, in the amount not to exceed \$2,136,910.00, to be paid out of Expanded Learning Opportunity Program Funds.

C.30. Approval of Agreement/MOU #22-23 – Hip Hop Mindset (DeGenna/Shea)

To provide hip hop dance lessons to students in the Oxnard School District, July 1, 2022 through June 30, 2023, in the amount of \$1,265,600.00, to be paid out of ASES Grant Funds.

C.31. Approval of Agreement #22-24, American Language Services (DeGenna/Ruvalcaba)

To provide over the phone, and/or in-person Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco, for parent conferences and meetings, August 1, 2022 – June 16, 2023, in the amount not to exceed \$20,000.00, to be paid out of Title 1 funds.

C.32. Approval of Agreement #22-25 – Curriculum Associates, LLC (DeGenna/Ruvalcaba)

To provide a three-hour virtual training session on “Ellevation” for up to 30 participants, September 1, 2022 through August 31, 2023, in the amount of \$1,000.00, to be paid out of Title III funds.

C.33. Approval of Agreement #22-26 – Center for Teaching for Biliteracy (DeGenna/Fox)

To provide in-person Professional Development in the area of Dual Language Programs for creating lesson plans from biliteracy units for K-4th grade teachers, September 1, 2022 through June 20, 2023, in the amount not to exceed \$198,600.00 (including travel expenses), to be paid out of Title II funds.

C.34. Approval of Agreement/MOU #22-27 – Parker Anderson Enrichment-Central LA (DeGenna/Shea)

To provide enrichment consisting of Fashion Design, STEAM, Dinosaurs, Photography, Chess,

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Robotics, Architecture, Coding, Marine Biology, Chemistry, and many other topics at 20 schools in the Oxnard School District, including classes and field trip chaperones during intersession (non-school days), July 1, 2022 through June 30, 2023, in the amount not to exceed \$1,368,000.00, to be paid out of Expanded Learning Opportunity Program Funds.

C.35. Approval of Agreement/MOU #22-28 – Abbey Shaw-Linder (DeGenna/Prater)

To provide eight (8), 90-minute professional development sessions for Oxnard School District (OSD) teachers, using OSD’s adopted Math Curriculum and additional previously identified standards-based resources, on August 11 & 12, 2022, in the amount not to exceed \$6,000.00, to be paid out of Title II funds.

C.36. Approval of Agreement/MOU #22-29 – Annie M. Ransom (DeGenna/Prater)

To provide one full day workshop for Oxnard School District (OSD) teachers, using OSD’s adopted Science Curriculum and additional previously identified standards-based resources, on August 12, 2022, in the amount not to exceed \$3,000.00, to be paid out of Title II funds.

C.37. Approval of Agreement/MOU #22-30 – Fawn Nguyen (DeGenna/Prater)

To provide eight (8), 90-minute professional development sessions for Oxnard School District (OSD) teachers using OSD’s adopted Math Curriculum and additional previously identified standards-based resources, on August 11 & 12, 2022, in the amount not to exceed \$6,000.00, to be paid out of Title II funds.

C.38. Approval of Agreement/MOU #22-31 – Gina Young (DeGenna/Prater)

To provide eight (8), 90-minute professional development sessions for Oxnard School District (OSD) teachers using OSD’s adopted Math Curriculum and additional previously identified standards-based resources, on August 11 & 12, 2022, in the amount not to exceed \$6,000.00, to be paid out of Title II funds.

C.39. Approval of Agreement/MOU #22-32 – Jeff Linder (DeGenna/Prater)

To provide eight (8), 90-minute professional development sessions for Oxnard School District (OSD) teachers using OSD’s adopted Math Curriculum and additional previously identified standards-based resources, on August 11 & 12, 2022, in the amount not to exceed \$6,000.00, to be paid out of Title II funds.

C.40. Approval of Agreement/MOU #22-33 – James Short (DeGenna/Prater)

To provide eight (8), 90-minute professional development sessions for Oxnard School District (OSD) teachers, using OSD’s adopted Math Curriculum and additional previously identified standards-based resources, on August 11 & 12, 2022, in the amount of \$6,000.00, to be paid out of Title II funds.

C.41. Approval of Agreement #22-34 – Burnham Benefits Insurance Services (Torres/Magana)

To provide health and welfare consulting services, July 1, 2022 through June 30, 2025, in the

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amount not to exceed \$11,778.00/monthly and \$141,336.00/annually, to be paid out of the General Fund.

C.42. Approval of Agreement/MOU #22-35 – Rosslyn Nikula (DeGenna/Prater)

To provide eight (8), 90-minute professional development sessions for Oxnard School District (OSD) teachers, using OSD’s adopted Math Curriculum and additional previously identified standards-based resources, on August 11 & 12, 2022, in the amount not to exceed \$6,000.00, to be paid out of Title II funds.

C.43. Approval of Agreement #22-36 – Ventura County Office of Education (DeGenna/Prater)

For VCOE to provide conference rooms and professional development support services for the Oxnard School District’s Math & Science professional development sessions to be held on August 11 & 12, 2022, in the amount not to exceed \$5,000.00, to be paid out of Title II funds.

C.44. Approval of Agreement/MOU #22-37 – Ventura County Office of Education (DeGenna/Prater)

To provide a Mathematics Coordinator to work with the Oxnard School District Manager of Mathematics and Physical Education, to provide collaboration, planning and presentation support for district PreK-8 Math teachers and administrators, July 1, 2022 through June 30, 2023, in the amount not to exceed \$22,000.00, to be paid out of Title II funds.

C.45. Approval of Agreement #22-38 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)

To provide Orientation and Mobility Specialist Services to the Special Education Services Department, July 1, 2022 through June 30, 2023, in the amount not to exceed \$15,000.00, to be paid out of Special Education Funds.

C.46. Approval of Agreement #22-39 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)

To provide Physical Therapy Specialist Services to the Special Education Services Department, July 1, 2022 through June 30, 2023, in the amount not to exceed \$45,000.00, to be paid out of Special Education Funds.

C.47. Approval of Agreement #22-40 – Houghton Mifflin Harcourt (DeGenna/Fox)

To provide In-Person and Online Professional Development on English 3D for 6th-8th grade ELD Teachers during the 2022-2023 fiscal year, in the amount of \$10,400.00, to be paid out Title III funds.

C.48. Approval of Agreement #22-41 – California Physical Education-Health Project @ CSU Channel Islands (DeGenna/Prater)

To provide Professional Learning for 6-8th Middle School Physical Education Teachers on August 12, 2022, including information on CA PE Standard 5, SEL and PE, and IEP’s for PE,

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in the amount of \$3,980.00, to be paid out of Title IV funds.

C.49. Approval of Agreement #22-42, School Services of California (Aguilera-Fort/Mitchell)

To provide in-person bi-monthly updates to Cabinet or any subset, Board presentations providing a third-party interpretation of major happenings in Sacramento, a weekly summary of the week's relevant issues, and expanded presentations during annual budgetary and planning milestones, in the amount not to exceed \$32,260.00, to be paid out of the General Fund.

C.50. Approval of Agreement #22-43 – Terra Firma Enterprises (Torres/Magana)

To design, develop, and implement a 4-hour training for the OSD Emergency Operation Command Team on how to augment school site emergency response for incidents and a 7.5-hour training for Principals and Assistant Principals, to assist them through the initial response phase of a disaster, July 1, 2022 through June 30, 2023, in the amount not to exceed \$14,780.00, to be paid out of Safety Credits.

C.51. Approval of Agreement #22-44 –All Languages Interpreting & Translating (Aguilera-Fort)

To provide simultaneous translation (English/Spanish) at Board Meetings scheduled during the period of July 1, 2022 through June 30, 2023, in the amount not exceed \$15,000.00, to be paid out of the General Fund.

C.52. Approval of Agreement #22-45 – Renaissance Learning Inc. (Aguilera-Fort)

To provide the logistics and support to translate a selection of literature in Mixteco as part of the Oxnard Language Preservation Project, in the amount of \$120,000.00, to be paid with UTK Planning & Implementation Funds.

C.53. Approval of Agreement/MOU #22-46 – Ventura County Office of Education (DeGenna/Thomas)

To provide library support services in implementing State Standards and aligning individual school site library services with the California Model School Library Standards, and up to 6 days of professional development to school site Library/Media Techs, August 1, 2022 to June 30, 2023, in the amount of \$5,280.00, to be paid out of Title 1 funds.

C.54. Approval of Agreement #22-47, CAFE Project 2Inspire (DeGenna/Ruvalcaba)

To teach Parent Leadership classes by a CAFE trained parent specialist, July 1, 2022 through June 30, 2023, in the amount not to exceed \$35,000.00, to be paid out of Title III funds.

C.55. Approval of Agreement #22-49 – County of Ventura (DeGenna/Nocero)

To provide social workers to be placed at the sites identified as having the highest rates of referrals and cases for abuse and neglect, and to serve on the district's SARB Board, July 1, 2022 through June 24, 2023, in the amount not to exceed \$404,472.00, to be paid out of the General Fund.

- C.56. Approval of Agreement/MOU #22-50 – Tri-Counties Regional Center (Torres)**
To provide Foster Grandparent volunteers to serve at select schools and preschools in the Oxnard School District, July 1, 2022 to June 30, 2025, at no cost to Oxnard School District.
- C.57. Approval of Agreement #22-51 - Action Preparedness Training (Torres/Magana)**
To provide CPR training and First Aid training to Campus Assistants and volunteer coaches during the 2022-2023 fiscal year, July 1, 2022 through June 30, 2023, in the amount not to exceed \$7,000.00, to be paid out of Safety Credits.
- C.58. Approval of Agreement #22-52 – Restorative Justice Services, LLC (DeGenna/Nocero)**
To provide Restorative Justice Training to Administrative Staff and Teachers in the Oxnard School District, July 1, 2022 through June 30, 2023, in the amount not to exceed \$12,000.00, to be paid out of the General Fund.
- C.59. Approval of Agreement #22-53 – Renaissance Learning Inc. (Aguilera-Fort)**
To provide appropriate instructional and assessment materials for the implementation of Universal Transitional Kindergarten (UTK), July 1, 2022 through June 30, 2024, in the amount of \$312,380.48, to be paid with UTK Planning & Implementation Funds.
- C.60. Approval of Agreement #22-57 – Pepperdine University (Mitchell/Lugotoff)**
For Oxnard School District to provide Pepperdine University interns with access to appropriate resources for education including access to kitchen facilities, Child Nutrition office, and students, in an appropriately supervised environment in which the intern can complete the required curriculum, September 1, 2022 through June 30, 2023, at no cost to Oxnard School District.
- C.61. Approval of Agreement #22-58 – Dial Security (Mitchell/Miller)**
To provide Alarm Monitoring and Maintenance Services for the district, July 1, 2022 through June 30, 2023, in the amount of \$154,796.57, to be paid out of the General Fund.

Section C: RATIFICATION OF AGREEMENTS

- C.62. Ratification of Amendment #3 to Agreement #20-25, City Impact Inc. (DeGenna/Jefferson)**
To provide Individual and/or Therapy Services and Social/Emotional Testing and Assessment Services for the Special Education Department through June 2022, in the amount of \$90,000.00, to be paid out of Special Education funds.
- C.63. Ratification of Agreement #21-209 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)**
To provide Home/Hospital Instructional Teaching Services to the Special Education Services

Department, July 1, 2021 through June 30, 2022, in the amount of \$15,000.00, to be paid out of Special Education Funds.

C.64. Ratification of Agreement #21-210 – MIND Research Institute (DeGenna/Jefferson)

To provide onsite/in-person professional learning for the Special Education Department for ST Math Intervention, May 1, 2022 through July 31, 2022, in the amount not to exceed \$1,500.00, to be paid out of Special Education Funds.

C.65. Ratification of Agreement #21-212 – Art Trek Inc. (DeGenna/Anguiano)

To provide on-site/in person Art Trek Site Instructors for art lessons in grades K-8th at Chavez School, May 16, 2022 through June 6, 2022, in the amount not to Exceed \$13,585.00, to be paid out of Supplemental Concentration funds.

C.66. Ratification of Amendment #1 to Agreement #20-61 – Maxim Healthcare Services Inc. (DeGenna/Jefferson)

To cover through the end of the agreement term for providing supplemental staffing to the Oxnard School District on an “as needed” basis for the Special Education Department, in the amount of \$150,000.00, to be paid out of Special Education funds.

C.67. Ratification of Agreement #21-211 - Cumming Management Group Inc. (Mitchell/Miller)

To complete the necessary work needed to submit the Prop 39 Final Report to the California Energy Commission (CEC) as required by the energy grant the district received in 2016, in the amount of \$4,375.00. to be paid out of the General Fund.

C.68. Ratification of Agreement #21-214 – Art Trek Inc. (DeGenna/Smith)

To provide on-site/in person Art Trek Site Instructors for art lessons in grades TK-5th at Brekke School, May 16, 2022 through June 6, 2022, in the amount not to exceed \$8,360.00, to be paid out of Supplemental Concentration funds.

C.69. Ratification of Agreement/MOU #21-213 – Hip Hop Mindset (DeGenna/Smith)

To provide hip hop dance lessons to students at Brekke School, May 23, 2022 through June 13, 2022, in the amount of \$6,720.00, to be paid out of Supplemental Concentration funds.

C.70. Ratification of Addendum #1 to Agreement #21-165, 805 Evaluation and Analytics (DeGenna/Fox)

To clarify that Heidi Christensen is working as an independent contractor and not as an employee of OSD, consistent with CalPERS requirements for working following retirement, at no additional cost to the existing agreement.

C.71. Ratification of Addendum #1 to Agreement/MOU #21-204 - Ventura County Office of Education (DeGenna/Nocero)

To increase the funding amount for outfitting wellness centers in district middle schools,

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additional funding in the amount of \$15,000.00 to be provided to Oxnard School District.

C.72. Ratification of Agreement #21-217, USC – Department of Otolaryngology (DeGenna/Jefferson)

To provide professional development training for special Education and Hard of Hearing teachers, September 30, 2021 through June 30, 2022, in the amount of \$5,000.00, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

D.1. Approval of Oxnard School District 2022-23 Local Control and Accountability Plan (DeGenna)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented the Oxnard School District 2022-23 Local Control and Accountability Plan for the Board's approval.

Motion #21-181 Approval of Oxnard School District 2022-23 Local Control and Accountability Plan

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

D.2. Adoption of Oxnard School District 2022/23 Budget (Mitchell/Crandall Plasencia)

Ms. Valerie Mitchell, Interim Assistant Superintendent, Business & Fiscal Services, and Ms. Mary Crandall Plasencia, Director of Finance, presented the Oxnard School District 2022-23 Budget for the Board's adoption.

Motion #21-182 Adoption of Oxnard School District 2022/23 Budget

Mover: Katalina Martinez

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

D.3. Approval of Tentative Agreement #21-216: Revisions to the Oxnard School District (District) and the Oxnard Supportive Services Association (OSSA) Collective Bargaining Agreement for the 2021-22 School Year (Torres/Batista)

Dr. Victor Torres, Assistant Superintendent, Human Resources, presented Tentative Agreement #21-216: Revisions to the Oxnard School District (District) and the Oxnard Supportive

Services Association (OSSA) Collective Bargaining Agreement for the 2021-22 School Year for the Board's approval.

Motion #21-183 Approval of Tentative Agreement #21-216: Revisions to the Oxnard School District (District) and the Oxnard Supportive Services Association (OSSA) Collective Bargaining Agreement for the 2021-22 School Year

Mover: Katalina Martinez

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

D.4. Approval of Provisional Internship Permit for Janet Hurtado for the 2022-23 School Year (Torres/Batista)

Dr. Victor Torres, Assistant Superintendent, Human Resources, requested the Board's approval of the Provisional Internship Permit in Special Education, Moderate to Severe for Janet Hurtado to serve as a Special Education, Moderate to Severe, K-1 teacher during the 2022-2023 school year, until said employee completes a credential program and secures a credential.

Motion #21-184 Approval of Provisional Internship Permit for Janet Hurtado for the 2022-23 School Year

Mover: Monica Madrigal Lopez

Seconder: Katalina Martinez

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

D.5. Approval of Provisional Internship Permit for Jorge Tapia for the 2022-23 School Year (Torres/Batista)

Dr. Victor Torres, Assistant Superintendent, Human Resources, requested the Board's approval of the Provisional Internship Permit in Single Subject Spanish for Jorge Tapia to serve as a 6th – 8th grade Spanish Teacher at Lemonwood K-8 during the 2022-2023 school year, until said employee completes a credential program and secures a credential.

Motion #21-185 Approval of Provisional Internship Permit for Jorge Tapia for the 2022-23 School Year

Mover: Debra Cordes

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica

Robles-Solis

Motion Result: Passed

Section F: BOARD POLICIES

F.1. First Reading of Board Policy AR/BP 5148.2 Before/Afterschool Programs (DeGenna/Shea)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented revisions to Board Policy AR/BP 5148.2 Before/Afterschool Programs for First Reading. The revised policy will be presented for Second Reading and Adoption at the August 3, 2022 Regular Board meeting.

Section G: CONCLUSION

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

Dr. Aguilera-Fort

- Juneteenth
- Partnership with NAACP
- 8th Grade Promotions
- LALIFF Youth Cinema Project Showcase
- Oxnard Scholars Fun Fest
- Instructional Leadership Retreat
- Congratulations to Retirees, Parent Volunteers, Indian Education Students of the Year
- thank you to all - enjoy summer break

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

Debra Cordes

- Kiwanis book donations to schools
- visited Ms. Bouvet's class at Sierra Linda for historical heroes
- presentation attended LALIFF event at Youth Cinema Project attended
- Scholars Fun Fest
- promotions
- thank you to everyone for hard work throughout year

Katalina Martinez

- thank you to all honorees
- thank you to McKinna
- congratulations to all that promoted

Monica Madrigal Lopez

- thank you to McKinna Principal and ORC for their presentation
- thank to everyone for all presentations
- congrats to retirees

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

- thank you to parent volunteers
- attended Juneteenth event
- congratulations to all students that promoted from K, 5th and 8th
- attended mental health mural unveiling and resource fair in La Colonia
- thank you to everyone for this school year and for commitment to students and district

Jarely Lopez

- reiterates all comments
- hopes everyone celebrates and rewards themselves this summer
- shout out to Mr. Villalpando's TK class - wants to highlight all teachers that make their students feel special
- thank you to all administrators at school and district levels

Veronica Robles-Solis

- thank you to all parent volunteers
- congratulations to retirees - thank you for dedication to students, schools and community
- thank you to all staff for their work
- attended LALIFF event - looks forward to continuing to work with LALIFF

Closed Session

The Board convened to closed session at 9:32 p.m. to consider the following items:

1. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s)
 - Evaluation • Superintendent
2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
 - Case No. 12-03 - Expulsion, Readmission (Action Item)
 Consider the Request to Expel Student:
 - Case No. 21-07 (Action Item)
3. 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 #2022030227
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

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

4. 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
5. 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 Principals (2)

Reconvene to Open Session

The Board reconvened to open session at 10:41 p.m.

Report Out of Closed Session

President Robles-Solis reported on the following action taken in closed session:

Motion #21-186 Appointment of Deicy Ramirez as Assistant Principal

Mover: Katalina Martinez

Seconder: Monica Madrigal Lopez

Moved To: Appoint

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez,

Veronica Robles-Solis

Motion Result: Passed

Motion #21-187 Approval of Settlement Agreement - OAH Case ##2022030227

Mover: Debra Cordes

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez,

Veronica Robles-Solis

Motion Result: Passed

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 10:47 p.m.

Motion to adjourn

Mover: Debra Cordes

Seconder: Katalina Martinez

Moved To: Adjourn

Ayes: 5 - Debra Cordes, Katalina Martinez, 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 3rd day of August, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of June 22, 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

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct
June 22, 2022

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. Katalina Martinez, Member
Ms. Debra M. Cordes, Member

ADMINISTRATION

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

MINUTES
SPECIAL BOARD MEETING
Tuesday, June 28, 2022
4:00 PM - Open Meeting
Closed Session to Follow

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

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

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

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (4:00 PM)

President Robles-Solis called the meeting to order at 4:06 p.m.

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

A.2. Pledge of Allegiance to the Flag

Dr. Karling Aguilera-Fort, Superintendent, led the audience in the Pledge of Allegiance.

A.3. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion 21-188 Adoption of Agenda as presented.

Mover: Debra Cordes

Seconder: Katalina Martinez

Moved To: Adopt

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

A.4. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.5. Closed Session

The Board convened to closed session at 4:08 p.m. to consider the following items:

1. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment
 - Principal, Middle School (1)
 - Master Principal (2)

A.6. Reconvene to Open Session

The Board reconvened to open session at 4:56 p.m.

A.7. Report Out of Closed Session

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

President Robles-Solis reported on the following action taken in closed session:

Motion # 21-189 Appointment of David De Los Santos as Principal

Mover: Debra Cordes

Seconder: Katalina Martinez

Moved To: Appoint

Ayes: 4 - Debra Cordes, Katalina Martinez, Jarely Lopez, Veronica Robles-Solis

Nays: 1 - Monica Madrigal Lopez

Motion Result: Passed

Section B: PUBLIC COMMENT/HEARINGS

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

- Ilene Poland regarding Opt-Out MOU.

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion # 21-190 Approval of Consent Agenda as Presented

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

C.1. Personnel Actions (Torres/Batista)

As presented

Section C: APPROVAL OF AGREEMENTS

C.2. Approval of Amendment #1 to Agreement #22-53 – Renaissance Learning Inc. (Aguilera-Fort)

For a reduction in the scope of work for providing appropriate instructional and assessment materials for the implementation of Universal Transitional Kindergarten (UTK), in the amount of (-\$98,901.44) to be credited back to UTK Planning & Implementation Funds.

Section D: ACTION ITEMS

D.1. Adoption of Resolution #22-05 of The Board of Trustees of the Oxnard School District Ordering an Election to Authorize the Issuance of General Obligation Bonds, Establishing

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

Specifications of the Election Order, and Requesting Consolidation with Other Elections Occurring on November 8, 2022 (Aguilera-Fort/CFW)

Mr. Emilio Flores and Ms. Janet Kliegl of Caldwell Flores Winters Inc., presented information relative to Resolution #22-05 to place a Bond measure on the November 2022 ballot to realize funds for improvements/modernization at various school sites. Following the presentation, Superintendent Aguilera-Fort, in consultation with CFW, recommended the Board's adoption of Resolution #22-05.

Motion # 21-191 Adoption of Resolution #22-05 of The Board of Trustees of the Oxnard School District Ordering an Election to Authorize the Issuance of General Obligation Bonds, Establishing Specifications of the Election Order, and Requesting Consolidation with Other Elections Occurring on November 8, 2022

Mover: Katalina Martinez

Seconder: Debra Cordes

Moved To: Adopt

Ayes: 5 - Debra Cordes, Katalina Martinez, Monica Madrigal Lopez, Jarely Lopez, Veronica Robles-Solis

Motion Result: Passed

Section G: CONCLUSION

G.1. ADJOURNMENT

President Robles-Solis adjourned the meeting at 6:40 p.m.

Motion to adjourn

Mover: Debra Cordes

Seconder: Monica Madrigal Lopez

Moved To: Adjourn

Ayes: 5 - Debra Cordes, Katalina Martinez, 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 3rd day of August, 2022, the Board of Trustees of the Oxnard School District approves the Minutes of the Special Board Meeting of June 28, 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: Dr. Anabolena DeGenna

Date of Meeting: August 03, 2022

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption of Revision to Board Policy AR/BP 5148.2 Before/Afterschool Programs (DeGenna/Shea)

The Board Policy AR/BP 5148.2 Before/Afterschool Programs has been updated based on recommendations by CSBA (California School Board Association). The added language is underlined, deleted language is indicated by strikethrough. The Board Policies will be presented for a second reading and adoption.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and Director of Enrichment & Specialized Programs that the Board of Trustees approved and adopt Board Policies BP 5148.2 and AR 5148.2 Before/Afterschool Programs as outlined above.

ADDITIONAL MATERIALS:

Attached: [AR 5148.0 Before and After School Programs.pdf](#)
[BP 5148.2 Before and After School Programs.pdf](#)

Administrative Regulation

Before/After School Programs

AR 5148.2
Students

Definitions

Expanded learning opportunities means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of students through hands-on, engaging learning experiences. Expanded learning opportunities does not mean an extension of instructional time, but rather, opportunities to engage students in enrichment, play, nutrition, and other developmentally appropriate activities. (Education Code 8482.1, 46120)

Unduplicated student means a student enrolled in a district who is either classified as an English learner, eligible for a free or reduced-price meal, or is a foster youth. (Education Code 42238.02, 46120)

Grades K-8

The district's After School Education and Safety (ASES) program or 21st Century Community Learning Center (21st CCLC) program shall serve students in any of grades K-9 as the district may determine based on local needs. (Education Code 8482.3, 8484.7, 8484.75, 8484.8)

The district's 21st CCLC program shall primarily serve students in Title I schoolwide programs. (Education Code 8484.8; 20 USC 7173)

(cf. 6171 - Title I Programs)

The district's Expanded Learning Opportunities (ELO) program shall serve students in grades TK-6. For the 2021-22 school year, the district shall offer access to ELO programs to all unduplicated students in grades TK-6 and provide access to such programs to at least 50 percent of enrolled unduplicated students. Commencing with the 2022-23 school year, the district shall offer all students in grades TK-6 access to ELO programs, and ensure that access is provided to any student whose parent/guardian requests placement in a program. (Education Code 46120)

The Superintendent or designee shall ensure that the plan to provide access to full-day learning programs the year before kindergarten addresses the needs of children and their families as specified in BP 6170.1 - Transitional Kindergarten. (Education Code 8281.5)

After School Education and Safety (ASES)

~~The district's ASES, 21st CCLC and ELOP program(s) shall be operated in accordance with the following: may serve students in grades K-8. (Education Code 8482.3)~~

~~Consistent with state funding priorities, the district shall, to the extent feasible, give priority to establishing ASES programs that serve students in schools in which at least 50 percent of elementary students and 50 percent of middle or junior high school students are eligible for free or reduced price meals under the National School Lunch program.~~

~~The district's ASES program(s) shall be operated in accordance with the following:~~

1. Program Elements

a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science, computer training, and/or science. (Education Code 8482.3, 8484.75, 46120)

b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities. (Education Code 8482.3, 8484.75, 46120)

~~c. The After School Program may be offered to Kindergarten students at schools where the program is able to provide a safe, appropriate and equitable program.~~

~~d. The After School Program will be offered in alignment with every school day commencing the first day of school and ending on the last day of school.~~

2. Nutrition

~~a. a-~~ If snacks are made available in the program, they shall conform to state nutrition standards specified in Education Code 49430-49436 or 42 USC 1766 as applicable. - (Education Code 8482.3, 8484.75, 46120; 42 USC 1766-1766a; 7 CFR 226.17)

~~a.b.~~ The district's before-school program shall offer a breakfast meal as described in Education Code 49553 for all program participants. (Education Code 8483.1, 8484.75)

3. Location of Program

a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility. (Education Code 8482.3, 8484.75)

b. When there is a significant barrier to student participation in either the before-school or after-school component of a program at the school of attendance,

the Superintendent or designee may, with the approval of the Superintendent of Public Instruction, provide services at another school site. Such transfer of services shall occur only if the school to which the program will be transferred agrees to receive students from the transferring school and has an existing grant of the same type as the transferring school, or does not have a 10-percent lower percentage of students eligible for free or reduced-price meals than the transferring school. A significant barrier includes any of the following: (Education Code 8482.8, **8484.75**)

~~When there is a significant barrier to student participation in either the before-school or after-school component of a program at the school of attendance, the district may, with the approval of the Superintendent of Public Instruction, provide services at another school site. A significant barrier includes either of the following: (Education Code 8482.8)~~

(1) Fewer than 20 students participating in the program component

(2) Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation

(3) A reduction in the program grant of an existing school due to its merging into a new school opened by the district or the splitting of its students with a new school.

In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements with the regular school program of participating students. (Education Code 8482.8, **8484.75**)

4. Staffing

a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4, **8484.75, 45330, 45344, 45344.5**)

b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4, **8484.75**)

c. The student-to-staff ratio shall be no more than 20 to 1, **except that programs serving transitional kindergarten or kindergarten students shall maintain a student-to-staff member ratio of no more than 10 to 1** (Education Code 8483.4), **8484.75, 46120**)

~~-(Education Code 8483.4)~~

5. Hours of Operation

a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1, 8484.75)

b.a. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483, 8484.75)

~~c.b. A program may be offered during summer, intersession, or vacation days for a minimum of three hours per day for the after-school program. (Education Code 8483, 8483.1, 8483.2)~~

An ELO program shall provide in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, shall not be less than nine hours of combined instructional time and expanded learning opportunities per instructional day. (Education Code 46120)

c. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that he/she participates. However, when necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival of his/her child for the before-school program or the reasonable early daily release of his/her child from the after-school program. The early release policy for students shall be explained to parents as follows:

If a student is unable to attend the program for the full day, a parent or legal guardian may authorize a student to be dismissed early from program. Early release is defined as any time prior to the normal release period at the end of the program, and may be either "occasional" or "reoccurring". In cases of "occasional" early release, persons previously authorized by the parent or legal guardian to pick up the student may also authorize early release if picking the student up early on any given day. Authorized release persons are required to document the time and reason for early release, which may be any of the following:

- academic support
- family emergency
- medical appointments
- weather conditions
- child accident or illness
- transportation release due to early darkness
- end of activity
- other reasons (in the best interest of the child)

The early release policy is to be applied on a student by student basis, and is applicable to both base and supplemental programs.

6. Admissions

a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6)

b.

If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:

(1) First priority for enrollment shall be given to students who are identified as homeless youth, as defined by the McKinney-Vento Homeless Assistance Act (42 USC 11434a), at the time they apply for enrollment or at any time during the school year, to students who are identified by the program as being in foster care, and to students who are eligible for free or reduced-price meals. (Education Code 8483, 8483.1, **8484.75**)

The district is not required to disenroll a current student in order to secure the enrollment of a student who has priority for enrollment. (Education Code 8483, 8483.1)

The district shall inform the parent/guardian of a homeless or foster youth of the right of the child to receive priority enrollment and how to request priority enrollment. (Education Code 8483, **8484.75**)

~~If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:~~

~~(1) Priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1)~~

~~(2) Priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulations.~~

~~(3) Any remaining capacity shall be filled by students selected at random.~~

~~(4) A waiting list shall be established to accommodate additional students if space becomes available.~~

(2) Second priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1, **8484.75**)

(3) Third priority for enrollment shall be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulation.

(4) Any remaining capacity shall be filled by students selected at random.

- (5) A waiting list shall be established to accommodate additional students if space becomes available.

7. Attendance/Early Release

Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that **the student** participates.

- b. When necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival for the before-school program or the reasonable early daily release from the after- school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

Summer/Intersession/Vacation Programs

- a. **ELO programs shall offer no less than nine hours of in-person expanded learning opportunities per day for at least 30 non-school days, during intersessional periods.**
- b. A before-school program operating during summer, intersession, and/or vacation days shall be offered for a minimum of two hours per day. An after-school program offered during summer, intersession, and/or vacation days may be operated for either three hours or six hours per day in accordance with Education Code 8483.76. When both before-school and after-school programs are offered for the same students on such days, they shall be operated for a minimum of four and one-half hours per day. (Education Code 8483, 8483.1, 8483.2, 8483.76)
- c. A program offered during summer, intersession, and/or vacation periods may open eligibility to every student attending a school in the district, with priority for enrollment given to students enrolled in the school that received the grant. (Education Code 8483.76)
- d. To address the needs of students and school closures, the program may be conducted at an off-site location or an alternate school site. The program shall notify the California Department of Education (CDE) of the change of location and shall include a plan to provide safe transportation pursuant to Education Code 8484.6. (Education Code 8483.76)

- e. Any program operating for six hours per day shall provide at least one nutritionally adequate free or reduced-price meal to each eligible student during each program day. (Education Code 8483.76)
- f. For any program operating six hours per day, district procedures pertaining to student attendance and early release as specified in item #7 above shall apply. (Education Code 8483.76)

Volunteers

The Superintendent or designee may establish a registry of volunteer after-school physical recreation instructors and other before-school and after-school program volunteers. (Education Code 35021.3)

To be included in the registry, a volunteer shall submit to a criminal background check pursuant to Education Code 45125. **The volunteer shall** also submit current contact information to the district and shall update that information whenever the information changes. (Education Code 35021.3)

The Superintendent or designee may use a volunteer registered with the district or may select another person to provide physical recreation to students after school hours or to provide other services. (Education Code 35021.3)

Reports

The Superintendent or designee shall annually submit to CDE outcome-based data, including, but not limited to: (Education Code 8427, 8482.3, 8484)

1. For participating students, school day attendance on an annual basis and program attendance on a semi-annual basis
2. Evidence of a program quality improvement process that is data driven and based on CDE program quality standards

(3/17 12/17) 12/21

Policy Reference UPDATE Service

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Board Policy

Before/After School Programs

BP 5148.2
Students

Pursuant to Education Code 8483.7 and 8483.75, as amended by SB 638 (Ch. 380, Statutes of 2006), each ASES program must provide cash or in-kind local matching funds, equal to at least one-third of the total grant, from the school district, governmental agencies, community organizations, or the private sector. Expanded Learning Opportunity Program (ELOP) funds may be used to calculate matching funds as allowed by the California Department of Education Expanded Learning Division. Categorical funds for remedial education activities may not be used as matching funds, and facilities or space usage may not fulfill more than 25 percent of the match requirement.

The Governing Board desires to provide before-school and/or after-school enrichment programs that support the regular education program in a supervised environment. ~~and provide safe, constructive alternatives for students.~~ In order to increase academic achievement of participating students, the content of such programs shall be coordinated~~aligned~~ with the district's vision and goals for student learning, local control and accountability plan, ~~its~~ curriculum, and academic standards. ~~district and state academic standards and shall be integrated with other learning support activities.~~

The district's program shall be planned through a collaborative process that includes parents/guardians, students, representatives of participating schools, governmental agencies including city and county parks and recreation departments, local law enforcement, community organizations, and, if appropriate, the private sector. (Education Code 8422, 8482.5)

To the extent feasible, the district shall give priority to establishing before-school and/or after-school programs in low-performing schools and/or programs that serve low-income and other at-risk students.

~~The establishment of any program shall be approved by the Board and the principal of each participating school. (Education Code 8421, 8482.3)~~

Any After School Education and Safety Program (ASES), 21st Century Community Learning Center Program (21st CCLC), 21st Century High School After School Safety and Enrichment for Teens Program (ASSETs), or other program to be established pursuant to Education Code 8421, 8482.3 or 8484.75 shall be approved by the Board and the principal of each participating school.

The Superintendent or designee shall ensure that all staff who directly supervise students in the district's before-school and/or after-school program possess appropriate knowledge and experience. As needed, staff and volunteers shall receive ongoing training related to their job responsibilities.

Each program shall include academic and enrichment elements in accordance with law and administrative regulation. In addition, each program may include support services that reinforce the educational component and promote student health and well-being.

~~The program shall include academic and enrichment elements in accordance with law and administrative regulation. In addition, the program may include support services that reinforce the educational component and promote student health and well-being, including, but not limited to, drug and violence prevention programs, counseling/guidance services, character education, and programs that promote parent/guardian involvement and family literacy.~~

~~When possible, no fee shall be charged for participation in the program. A fee may be charged to participating families based on the actual cost of services. The fee may be waived or subsidized based on economic disadvantage or other critical needs in accordance with Education Code 8263 and 8350.~~No fee shall be charged for participation in the program.

The Board and the Superintendent or designee shall monitor student participation rates and shall identify multiple measures that shall be used to evaluate program effectiveness. ~~determine program effectiveness. Such measures may include, but are not limited to, student outcome data; program self-assessments; feedback from staff, participating students, and parents/guardians; and observations of program activities.~~ ~~, such as outcome based data on academic performance, attendance, and positive behavioral changes.~~

Every three years, the Superintendent or designee shall review the after-school program plan, including, but not limited to, program goals, program content, and outcome measures. Documentation of the program plan shall be maintained for a minimum of five years.

(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE

- 8263 Eligibility and priorities for subsidized child development services
- 8350-8359.1 Programs for CalWORKS recipients
- 8420-8428 21st Century After-School Program for Teens
- 8460-8480 School-age community child care services
- 8482-8484.6 After School Education and Safety Program
- 8484.7-8484.9 21st Century Community Learning Centers
- 17264 New construction; accommodation of before- and after-school programs
- 35021.3 After-school physical recreation instructors
- 45125 Criminal record check
- 49430-49436 Nutrition standards
- 49553 Free or reduced-price meals
- 69530-69547.9 Cal Grant program

UNITED STATES CODE, TITLE 20
6314 Title I schoolwide programs
6319 Program improvement
7171-7176 21st Century community learning centers

Management Resources:

CSBA ADVISORIES

Proposition 49: New Funding for Before and After School Programs, July 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

21st Century High School After School Safety and Enrichment for Teens (ASSETS)

Program Evaluation Guidebook 2005-06, July 2006

COUNCIL OF CHIEF STATE SCHOOL OFFICERS (CCSSO) PUBLICATIONS

Using NCLB Funds to Support Extended Learning Time: Opportunities for Afterschool Programs, August 2005

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Building and Sustaining After-School Programs: Successful Practices in School Board Leadership, 2005

U.S. DEPARTMENT OF EDUCATION NON-REGULATORY GUIDANCE

21st Century Community Learning Centers, February 2003

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

After-School Programs: Keeping Children Safe and Smart, June 2000

WEB SITES

CSBA: <http://www.csba.org>

Academy for Educational Development, Promising Practices in Afterschool:

<http://www.afterschool.org>

California Department of Education, After School Partnerships Office:

<http://www.cde.ca.gov/ls/ba>

California School-Age Consortium: <http://calsac.org>

Children Now: <http://www.childrennow.org>

Council of Chief State School Officers: <http://www.ccsso.org>

National School Boards Association, Extended-Day Learning Opportunities Program:

<http://www.nsba.org/edlo>

(3/06) 11/06

Legal Reference:

EDUCATION CODE

8281.5 California Prekindergarten Planning and Implementation Grant Program

8295-8305 Child development program personnel qualifications

8420-8428 21st Century After-School Program for Teens

8482-8484.65 After School Education and Safety Program

8484.7-8484.9 21st Century Community Learning Centers

17264 New construction; accommodation of before- and after-school programs

35021.3 After-school physical recreation instructors

45125 Criminal record check

45330 Paraprofessionals; instructional aides

45340-45349 Paraprofessionals; instructional aides

46120 Expanded Learning Opportunities Program

[49024 Criminal background check; Activity Supervisor Clearance Certificate](#)
[49430-49434 Nutrition standards](#)
[49540-49546 Child Care Food Program](#)
[49553 Free or reduced-price meals](#)
[69430-69460 Cal Grant program](#)
[UNITED STATES CODE, TITLE 20](#)
[6311 State plans](#)
[6314 Title I schoolwide programs](#)
[7171-7176 21st Century Community Learning Centers](#)
[UNITED STATES CODE, TITLE 42](#)
[1766-1766a Child and Adult Care Food Program](#)
[11434a Education for homeless children and youths](#)
[CODE OF FEDERAL REGULATIONS, TITLE 7](#)
[226.17 Child care center nutrition standards](#)

Management Resources:

[CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS](#)
[Expanded Learning Opportunities Program FAQs, October 2021](#)
[Request for Applications: 21st Century Community Learning Centers Elementary/Middle Schools, September 2020](#)
[Request for Applications: 21st Century High School After School Safety and Enrichment for Teens, September 2020](#)
[21st CCLC and ASSETs FAQs, September 2020](#)
[Quality Program Improvement Plan Instructions: Instructions for Completing a Quality Program Improvement Plan for Expanded Learning Programs in California, August 2020](#)
[A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools, 2014](#)
[Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality, 2014](#)
[California After School Physical Activity Guidelines, 2009](#)
[U.S. DEPARTMENT OF EDUCATION PUBLICATIONS](#)
[21st Century Community Learning Centers, Nonregulatory Guidance, February 2003](#)
WEB SITES
[CSBA: http://www.csba.org](http://www.csba.org)
[California Department of Education, Expanded Learning: https://www.cde.ca.gov/l/ex](https://www.cde.ca.gov/l/ex)

[California Healthy Kids Survey: https://chks.wested.org](https://chks.wested.org)
[California School-Age Consortium: http://calsac.org](http://calsac.org)
[Commission on Teacher Credentialing: http://www.ctc.ca.gov](http://www.ctc.ca.gov)
[Partnership for Children and Youth: http://partnerforchildren.org](http://partnerforchildren.org)
[U.S. Department of Agriculture: http://www.fns.usda.gov/cnd/care/afterschool.htm](http://www.fns.usda.gov/cnd/care/afterschool.htm)
[U.S. Department of Education: http://www.ed.gov](http://www.ed.gov)

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: August 03, 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: August 03, 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: August 03, 2022

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

Time Adjourned _____

ROLL CALL VOTE:

Cordes ____, Martinez ____, 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, July 29, 2022.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A