

# OXNARD SCHOOL DISTRICT

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



## BOARD OF TRUSTEES

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

## ADMINISTRATION

**Karling Aguilera-Fort, Ed.D.**  
District Superintendent  
**Ruth F. Quinto, CPA**  
Assistant Superintendent,  
Business & Fiscal Services  
**Dr. Victor M. Torres**  
Assistant Superintendent,  
Human Resources  
**Dr. Anabolena DeGenna**  
Assistant Superintendent,  
Educational Services

## AGENDA

### REGULAR BOARD MEETING

Wednesday, October 6, 2021

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

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

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

October 6, 2021

**Section A: PRELIMINARY**

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

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

ROLL CALL VOTE:

Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Martinez \_\_\_\_, Robles-Solis \_\_\_\_, Cordes \_\_\_\_

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

Mrs. Tammy Smith, Principal, Brekke School, will introduce Jenavieve Villagomez, 5th grade student in Mrs. Lopez's class, who will lead the audience in the Pledge of Allegiance.

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

The District's Mission and Vision Statement will be read in English by Jenavieve Villagomez, 5th grade student in Mrs. Lopez's class at Brekke School, and in Spanish by America Arroyo, 2nd grade student in Mrs. Einstein's class at Brekke School.

**A.4. Presentation by Brekke School**

Mrs. Tammy Smith, Principal, Brekke School, will provide a short presentation to the Board regarding Brekke. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

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

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Martinez \_\_\_\_, Robles-Solis \_\_\_\_, Cordes \_\_\_\_

**A.6. Study Session - Child Nutrition Services Overview (Quinto/Lugotoff)**

The Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services will provide an overview of the district's Child Nutrition Services program.

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

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

**A.8. Closed Session**

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

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

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

**A.10. Report Out of Closed Session**

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

**A.11. Adoption of Resolution #21-11 – Week of the School Administrator, October 10-16, 2021 (Aguilera-Fort)**

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #21-11 in recognition of the Week of the School Administrator, October 10-16, 2021.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Martinez \_\_\_\_, Robles-Solis \_\_\_\_, Cordes \_\_\_\_

**A.12. Annual Report on California Dashboard Local Indicators (DeGenna)**

The Assistant Superintendent, Educational Services, will provide a report on the California Dashboard Local Indicators.

**Section B: PUBLIC COMMENT/HEARINGS**

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

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

**B.2. Public Hearing to Present Finding of Sufficient Textbooks or Instructional Materials and Adoption of Resolution #21-10 for 2021-2022 (DeGenna/Thomas)**

It is the recommendation of the Director of Curriculum, Instruction and Accountability, and the Assistant Superintendent, Educational Services that the Board of Trustees hold a public hearing and adopt Resolution #21-10 regarding sufficiency of instructional materials for the 2021-22 School Year.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Martinez \_\_\_\_, Robles-Solis \_\_\_\_, Cordes \_\_\_\_

**Section C: CONSENT AGENDA**

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

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Martinez \_\_\_\_, Robles-Solis \_\_\_\_, Cordes \_\_\_\_

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

**C.1. Setting of Date for Public Hearing - Appointment of Personnel Commissioner (Aguilera-Fort/Nair)**

It is the recommendation of the Superintendent and the Director, Classified Human Resources, that the Board of Trustees set the date of November 3, 2021 for a public hearing to receive comments on the intended appointment of Ernest Morrison as the district's representative to the Personnel Commission pursuant to Education Code 45246.

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

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve out of state travel for Dr. Victor Torres to attend the Association of Latino Administrators and Superintendents (ALAS) national conference in Washington DC, October 7-8, 2021, at no cost to Oxnard School District.

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- C.3. Approval of Out-of- State Travel to Washington, D.C. for Recruitment Purposes (Torres)**  
It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve out of state travel for Dr. Marlene Batista, Director, Certificated Human Resources and Diana Dominguez, Speech and Language Pathologist, to attend the American Speech-Language-Hearing Association's (ASHA) Convention in Washington, D.C. from November 18, 2021 to November 21, 2021, for purposes of recruiting Speech and Language Pathologists, in the amount not to exceed \$6,000 for registration, exhibitor booth, travel, lodging, and meals, to be paid out of the Human Resources Recruitment fund.
- C.4. Establishment/Abolishment/Increase of Hours of Positions (Torres/Nair)**  
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, abolishment, and increase of hours of positions, as presented.
- C.5. Personnel Actions (Torres/Batista/Nair)**  
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.
- C.6. Actuarial Study of Retiree Health Liabilities (Quinto/Crandall Plasencia)**  
Pursuant to Education Code 42140 and GASB 74/75, the Board will receive the Actuarial Study of Retiree Health Liabilities prepared by Total Compensation Systems, Inc.

**Section C: APPROVAL OF AGREEMENTS**

It is recommended that the Board approve the following agreements:

- C.7. Approval of Amendment #1 to Agreement #19-201 with Merrill Educational Center (DeGenna/Jefferson)**  
It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #19-201 with Merrill Educational Center, for student #ML110406, to provide a program of instruction which is consistent with the pupil's individual educational plan, to be extended through June 2022, in the amount of \$76,000.00, to be paid out of Special Education Funds.
- C.8. Approval of Agreement/MOU #21-118 – Project Understanding (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 #21-118 with Project Understanding, to provide after-school tutoring services to students in K-5th grade, October 7, 2021 through June 30, 2022, at no charge to Oxnard School District.
- C.9. Approval of Agreement #21-119, Panorama Education (DeGenna/Nocero)**  
It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-119 with Panorama Education, to provide a web-based assessment and data system that identifies student needs within the realm of social and emotional learning, October 10, 2021 through June 30, 2023, in the amount not to exceed \$291,001.00, to be paid out of the General Fund.
- C.10. Approval of Agreement/MOU #21-122 – Parker-Anderson Enrichment-Central LA (DeGenna/Shea)**

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It is the recommendation of the Director, Enrichment & Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-122 with Parker-Anderson Enrichment-Central LA, to provide three sets of six-week sessions of enrichment at 20 schools in the Oxnard School District in the areas of Fashion Design, STEAM, Dinosaurs, Photography, Chess, Robotics, Architecture, Coding, Marine Biology, Chemistry, and many other topics, October 8, 2021 through June 30, 2022, in the amount not to exceed \$460,00.00, to be paid out of ASES funds.

### **Section C: RATIFICATION OF AGREEMENTS**

It is recommended that the Board ratify the following agreements:

#### **C.11. Ratification of Amendment #1 to Agreement #19-01 with Tyler Technologies Inc. (Quinto/Briscoe)**

It is the recommendation of the Director, Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-01 with Tyler Technologies Inc., to add an Electronic Rollout Sheet to the existing three-year agreement for a hosted Pupil Transportation Data Management System, in the amount of \$7,861.67, to be paid out of the General Fund.

#### **C.12. Ratification of Amendment #1 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 #1 to Agreement #20-76 with Merrill Educational Center, for student #OL091508, to provide a program of instruction which is consistent with the pupil's individual educational plan, to be extended through June 2022, in the amount of \$30,400.00, to be paid out of Special Education funds.

#### **C.13. Ratification of Amendment #1 to Agreement #20-158 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-158 with VCOE, to adjust the total cost for providing exceptional services for student #DP010810 that consist of support from Special Circumstances Paraeducators (SCP's) through June 30, 2021, in the amount of \$81.55, to be paid out of Special Education Funds.

#### **C.14. Ratification of Amendment #1 to Agreement #20-167 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-167 with VCOE, to adjust the total cost for providing exceptional services to special education student #DR022207 that consist of support from Special Circumstances Paraeducators (SCP's) through June 30, 2021, in the amount not to exceed \$1,254.68, to be paid out of Special Education Funds.

#### **C.15. Ratification of Change Order #1 to Agreement #20-180 with Eberhard Energy Systems for Roofing Project 2021 (Quinto/Miller)**

It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Change Order #1 to Agreement #20-180 with Eberhard Energy Systems for unforeseen conditions encountered on five roofs at Frank Academy, in the amount of \$8,551.68, to be paid out of Deferred Maintenance Funds.

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**C.16. Ratification of Amendment #1 to Agreement #21-48 – 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 Amendment #1 to Agreement #21-48 with CompHealth Medical Staffing, to adjust the start date of the agreement to 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, to July 1, 2021 to cover Extended School Year (ESY) services that were provided in July, at no additional cost to the district.

**C.17 Ratification of 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 Agreement #21-117 with the Ventura County Office of Education, to provide exceptional services to special education students JM111710, SR112811 and AG091310 that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year, during the 2021-2022 school year, in the amount of \$160,084.91, to be paid out of Special Education Funds.

**C.18. Ratification of Agreement #21-120 – Career Links (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 #21-120 with Career Links, to provide supplemental staffing services to the Oxnard School District on an “as needed” basis in the areas of Speech Language Therapist, Occupational Therapist and Physical Therapist, August 31, 2021 through June 30, 2024, in the amount not to exceed \$500,000.00, to be paid out of Special Education Funds.

**C.19. Ratification of Agreement/MOU #21-121 – Ventura County Office of Education (DeGenna/Thomas)**

It is the recommendation of the Director, Curriculum, Accountability & Instruction, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #21-121 with Ventura County Office of Education, to provide library support services to the Oxnard School District, pursuant to Section 18100 of the California Ed. Code, September 1, 2021 to June 30, 2022, in the amount of \$5,280.00, to be paid out of Title 1 Funds.

**C.20. Ratification of Agreement #21-125, John J. Labriola (Quinto/Miller)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees ratify Agreement #21-125 with John J. Labriola, to assist the Facilities Department in verifying the actual square footage of all school buildings for use by Facilities in its operations, October 1, 2021 through January 31, 2022, in the amount of \$7,200.00, to be paid out of the General Fund.

**C.21. Ratification of Agreement #21-126, USC - Department of Otolaryngology (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 #21-126 with USC – Department of Otolaryngology, to provide professional development training for Special Education and Hard of Hearing teachers, September 30, 2021 through June 30, 2022, in the

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amount of \$2,250.00, to be paid out of Special Education Funds.

**C.22. Ratification of Agreement/MOU #21-127 - Ventura County Office of Education - Interdistrict Transfer (Aguilera-Fort/DeGenna)**

It is the recommendation of the Superintendent and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #21-127 with Ventura County Office of Education, to permit pupils who reside in one of the districts to attend in another based on the terms and conditions of the Agreement/MOU, commencing with the 2021-22 school year and ending at the conclusion of the 2025-26 school year, at no cost to Oxnard School District.

**C.23. Ratification of Change Order #001 to Field Contract #FC-P21-03696 with Sam Hill & Sons Inc. for the Removal/Replacement of Concrete at Fremont (Quinto/Miller)**

It is the recommendation of the Director of Facilities and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Change Order #1 to Field Contract #FC-P21-03696 with Sam Hill & Sons Inc., for unforeseen conditions encountered while removing trees during concrete replacement at Fremont, in the amount of \$2,921.50, to be paid out of Deferred Maintenance Funds.

**Section D: ACTION ITEMS**

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

**D.1. Approval of Variable Term Waiver for Bilingual Authorization for Natali Samame for the 2021-22 School Year (Torres)**

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for bilingual authorization for Natali Samame for the 2021-22 school year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Martinez \_\_\_\_, Robles-Solis \_\_\_\_, Cordes \_\_\_\_

**D.2. Approval of New Job Descriptions: Director of Teaching and Learning; Director of School Performance and Student Outcomes (Torres/DeGenna)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the new job descriptions for Director of Teaching and Learning and Director of School Performance and Student Outcomes, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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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**

Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Martinez \_\_\_\_, Robles-Solis \_\_\_\_, Cordes \_\_\_\_

**D.3. Approval of New Classification and Job Duties for Web Content Analyst (Nair)**

It is the recommendation of the Personnel Commission and the Director, Classified Human Resources, that the Board of Trustees approve the new classification and job duties for Web Content Analyst.

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Martinez \_\_\_\_, Robles-Solis \_\_\_\_, Cordes \_\_\_\_

**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:

Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Martinez \_\_\_\_, Robles-Solis \_\_\_\_, Cordes \_\_\_\_

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, October 1, 2021.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 06, 2021

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

### **Study Session - Child Nutrition Services Overview (Quinto/Lugotoff)**

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The Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services will provide an overview of the district's Child Nutrition Services program.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Information only.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 06, 2021

**Agenda Section:** Section A: Preliminary

### **Adoption of Resolution #21-11 – Week of the School Administrator, October 10-16, 2021 (Aguilera-Fort)**

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The State of California declared the second full week of October as the “Week of the School Administrator” (California Education Code 44015.1). It is well known that most school administrators begin their careers as teachers and move up the ranks to serve in public education for most of their careers. They are the leaders of our community and the future of children depends greatly on the quality of knowledge, experience, integrity and foresight of these individuals to promote ongoing student achievement and school success.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #21-11 in recognition of the Week of the School Administrator, October 10-16, 2021.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Resolution #21-11 \(1 page\)](#)



# OXNARD SCHOOL DISTRICT

## Resolution #21-11

### Week of the School Administrator October 10-16, 2021

**WHEREAS**, Leadership Matters for California’s public education system and the more than 6 million students it serves. School Administrators are passionate, lifelong learners who believe in the value of quality public education; and

**WHEREAS**, the title "school administrator" is a broad term used to define many education leadership posts. Superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders, and other school district employees are considered administrators; and

**WHEREAS**, most school administrators began their careers as teachers. The average administrator has served in public education for more than a decade. Most of California’s superintendents have served in education for more than 20 years. Such experience is beneficial in their work to effectively and efficiently lead public education and improve student achievement; and

**WHEREAS**, public schools operate with lean management systems. Across the nation, public schools employ fewer managers and supervisors than most public and private sector industries, including transportation, food service, manufacturing, utilities, construction, publishing and public administration; and

**WHEREAS**, school leaders depend on a network of support from school communities – fellow administrators, teachers, parents, students, businesses, community members, board trustees, colleges and universities, community and faith-based organizations, elected officials and district and county staff and resources – to promote ongoing student achievement and school success; and

**WHEREAS**, research shows that great schools are led by great principals, and great districts are led by great superintendents. These site leaders are supported by extensive administrative networks throughout the state; and

**WHEREAS**, the State of California has declared the second full week of October as the "Week of the School Administrator" in California Education Code 44015.1; and the future of California’s public education system depends upon the quality of its leadership;

**NOW THEREFORE BE IT RESOLVED**, by the Oxnard School District that all school leaders be commended for the contributions they make to successful student achievement.

Adopted this 6th day of October, 2021.

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

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

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

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

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

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 06, 2021

**Agenda Section:** Section A: Report

### **Annual Report on California Dashboard Local Indicators (DeGenna)**

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California Department of Education (CDE) continues to use a method of progress monitoring to determine student, school, and district progress on the eight state priority measures. Several of the priorities are measured by the results of data gathered directly by the state (CAASPP data, Attendance Reporting, Suspension/Expulsion reports) and others by local indicators. Progress on the local indicators is coded as MET or NOT MET. For each indicator, the LEA must identify the tools that will be used to evaluate progress on the indicator, implement and evaluate progress based on those tools, and report to the Governing Board. If these steps are met, the indicator is coded as met.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services that the Board of Trustees receive the presentation as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [CA Dashboard Local Indicators 10-6-2021.pdf](#)



# Oxnard School District



California Dashboard Local Indicators  
October 6, 2021

# California Dashboard Indicators

<b>Priority 1:</b> Basic Services and Conditions at schools	N/A	Text books availability, adequate facilities, and correctly assigned teachers.
<b>Priority 2:</b> Implementation of State Academic Standards	N/A	Annually report on progress in implementing the standards for all content areas.
<b>Priority 3:</b> Parent Engagement	N/A	Annually report progress toward: (1) seeking input from parents/guardians in decision making; and (2) promoting parental participation in programs.
<b>Priority 4:</b> Student Achievement	<ul style="list-style-type: none"> <li>▪ Academic Performance (Grades 3–8 and Grade 11)</li> <li>▪ English Learner Progress</li> </ul>	N/A
<b>Priority 5:</b> Student Engagement	<ul style="list-style-type: none"> <li>▪ Graduation Rate</li> <li>▪ Chronic Absenteeism</li> </ul>	N/A
<b>Priority 6:</b> School Climate	Suspension Rate	Administer a Local Climate Survey every other year.
<b>Priority 7:</b> Access to a Broad Course of Study	N/A	Annually report progress on the extent students have access to, and are enrolled in, a broad course of study.
<b>Priority 8:</b> Outcomes in a Broad Course of Study	College/Career	N/A
<b>Priority 9: (COEs Only)</b> Coordination of Services for Expelled Students	N/A	Annual measure of progress in coordinating instruction for expelled students.
<b>Priority 10: (COEs Only)</b> Coordination of Services for Foster Youth	N/A	Annual measure of progress in coordinating instruction for foster youth.

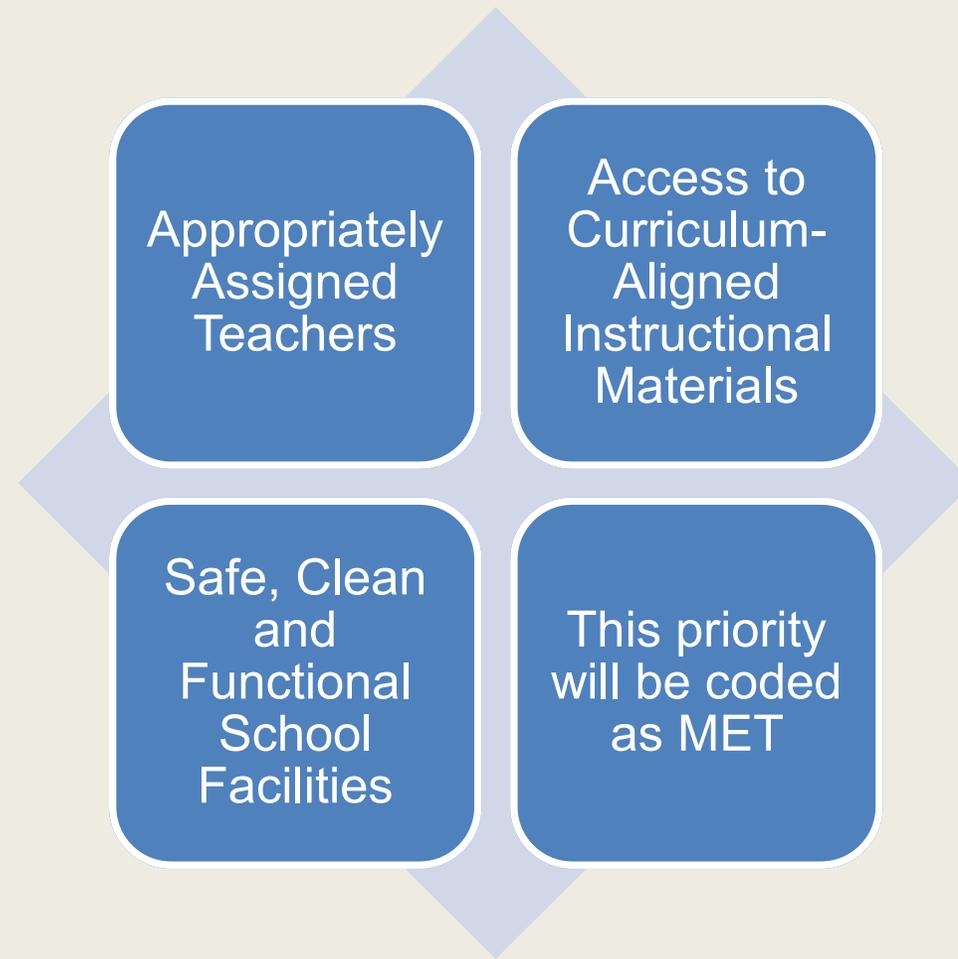
# Local Indicators

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- The California Department of Education (CDE) continues to use a method of progress monitoring to determine student, school, and district progress on the eight state priority measures.
- Several of the priorities are measured by the results of data gathered directly by the state (CAASPP data, Attendance Reporting, Suspension/Expulsion reports).
- This year there are five local indicators which will be reported by the LEA and included in the Dashboard when it is released.
- Progress is coded as MET or NOT MET for each indicator. For each indicator, the LEA must identify the tools that will be used to evaluate progress on the indicator, implement and evaluate progress based on those tools, and report to the Governing Board. If these steps are met, the indicator is coded as met

# Basic Services or Basic Conditions

## Priority 1



# Implementation of State Academic Standards

- Annual measure of progress implementing state academic standards
- Progress in providing professional learning for teaching recently adopted academic standards and/or curriculum frameworks
- Progress of standards aligned instructional materials
- Implementation of policies or programs to support staff in improving instruction
- Implementation of State Board Academic Standards

## Priority 2



# Implementation of State Academic Standards

## Priority 2

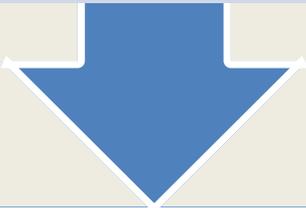


Success at engaging teachers and school administrators in

Identifying professional learning needs of groups of teachers or staff as a whole

Identifying professional learning needs of individual teachers

Provide support to teachers on standards they have not yet mastered



Priority 2 will be coded as MET

# Parent Engagement

## Priority 3



- Measure Progress in:
  - *Building Relationships*
  - *Seeking input from parents in decision making*
  - *Building partnerships for student outcomes*
- Priority 3 will be coded as MET

# School Climate

- Administer Local Climate Survey
  - *Perception of school safety and connectedness*
  - *Panorama Survey*
- Priority 6 will be coded as MET

## Priority 6



# Access to Broad Course of Study

- In order to address this priority, we have done the following:
  - *analyzed our master schedules*
  - *curriculum plans*
  - *assessment schedules*
  - *observation data to determine broad access to all curriculum for all students*
- Priority 7 will be coded as MET

## Priority 7



**Thank You**



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 06, 2021

**Agenda Section:** Section D: Action Items

### **A Public Hearing to Present Finding of Sufficient Textbooks or Instructional Materials and Adoption of Resolution #21-10 for 2021-2022 (DeGenna/Thomas)**

---

A public hearing is being held to present the finding of sufficient instructional materials for 2021-2022. The requirements of Education Code 60119 state that a public hearing must be held on, or before the 8th week of school, and which did not take place during or immediately following school hours.

#### **FISCAL IMPACT:**

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

#### **RECOMMENDATION:**

It is the recommendation of the Director of Curriculum, Instructional and Accountability, and the Assistant Superintendent Educational Services, that the Board of Trustees adopt the Resolution #21-10 of sufficiency of instructional materials.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Resolution #21-10 Sufficiency of Textbooks-Instructional Materials.pdf](#)



# OXNARD SCHOOL DISTRICT

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

## Instruction

E 60605.8(a)

### SELECTION AND EVALUATION OF INSTRUCTIONAL MATERIALS

#### Resolution #21-10 on Sufficiency of Textbooks or Instructional Materials

Whereas, the Governing Board of the Oxnard School District/Ventura County Office Education, in order to comply with the requirements of Education Code 60119, held a public hearing on

October 6, 2021 at 7:00 O'clock, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

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

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

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

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

#### Finding of Sufficient Instructional Materials

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

**Mathematics:**

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

**6th, 7<sup>th</sup> and 8<sup>th</sup> Pearson Education, Connected Mathematics 3, adopted 2015**

**Science:**

**K-5<sup>th</sup> Macmillan/McGraw-Hill, California Science – adopted 2008**

**6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> McGraw Hill Inspire 2020**

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

**Reading/Language Arts/ELD, including the English language development component of an adopted program:**  
**K-5<sup>th</sup> McGraw Hill**  
**Wonders/Maravillas 2016**  
**6<sup>th</sup> - 8<sup>th</sup> - McGraw Hill Study Sync -**  
**2017**

**ELD:**  
**K-5<sup>th</sup> McGraw Hill Wonders, adopted 2016**  
**6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> Houghton Mifflin Harcourt English 3D, adopted 2015**

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

Therefore, it is resolved that for the 2021-22 school year, the Oxnard School District/Ventura County Office of Education, has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

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

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSENT: \_\_\_\_\_

Attest:

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 06, 2021

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

**Setting of Date for Public Hearing - Appointment of Personnel Commissioner, Ernest Morrison (Aguilera-Fort/Nair)**

---

It is appropriate that the Board set the date of November 3, 2021 for a public hearing to receive comments on the intended appointment of Ernest Morrison as the district's representative to the Personnel Commission pursuant to Education Code 45246.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Superintendent and the Director, Classified Human Resources, that the Board of Trustees set the date of November 3, 2021 for a public hearing to receive comments on the intended appointment of Ernest Morrison as the district's representative to the Personnel Commission pursuant to Education Code 45246.

**ADDITIONAL MATERIALS:**

**Attached:** [Public Hearing Notice \(1 page\)](#)



# OXNARD SCHOOL DISTRICT

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

## PUBLIC NOTICE

### Oxnard School District Appointment of Personnel Commissioner

PLEASE TAKE NOTICE the Oxnard School District intends to conduct a public hearing at a regular meeting of the Board of Trustees on November 3, 2021 at 7:00 pm, or as soon thereafter as this matter may be heard, in the Board Room of the Educational Services Center located at 1051 South A Street, Oxnard, CA 93030. The purpose of the Public Hearing will be to receive comments on the intended appointment of Ernest Morrison as the district's representative to the Personnel Commission pursuant to Education Code 45246.

PLEASE TAKE FURTHER NOTICE that following the public hearing, the Board of Trustees will consider Ernest Morrison's appointment to the Personnel Commission.

*Information concerning this matter is available from the Director of Classified Human Resources at (805) 385-1501, ext. 2071.*

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 06, 2021

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

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

---

The Assistant Superintendent of Human Resources, Dr. Victor Torres, is requesting the Board's approval to attend the Association of Latino Administrators and Superintendents (ALAS) national conference in Washington DC, October 7-8, 2021, at no cost to Oxnard School District. All expenses will be paid by the California Association of Latino Superintendents and Administrators (CALSA).

#### **FISCAL IMPACT:**

None.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve out of state conference attendance, as detailed above.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 06, 2021

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

### **Approval of Out-of- State Travel to Washington, D.C. for Recruitment Purposes (Torres)**

---

The Assistant Superintendent of Human Resources, Dr. Victor Torres, is requesting the Board's approval for Dr. Marlene Batista - Director, Certificated Human Resources and Diana Dominguez-Speech and Language Pathologist to attend the American Speech-Language-Hearing Association's (ASHA) Convention in Washington, D.C. from November 18, 2021 to November 21, 2021. The convention will provide the District with opportunities to recruit Speech and Language Pathologists, an area of great need, and to promote the District to graduate students who will soon be graduating in that field.

#### **FISCAL IMPACT:**

Not to exceed \$6,000 for registration, exhibitor booth, travel, lodging, and meals to be paid out of the Human Resources Recruitment fund.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve registration and travel to the out-of-state convention, as detailed above.

## OSD BOARD AGENDA ITEM

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

**Date of Meeting:** October 06, 2021

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

### **Establishment/Abolishment/Increase of Hours of Positions (Torres/Nair)**

---

#### **Establish**

an eight-hour 203-day Office Assistant II position number 10613 to be established at Brekke school. This position will be established to provide front office support.

an eight-hour 203-day Office Assistant II position number 10614 to be established at Chavez school. This position will be established to provide front office support.

an eight-hour 203-day Office Assistant II position number 10615 to be established at Curren school. This position will be established to provide front office support.

an eight-hour 203-day Office Assistant II position number 10616 to be established at Driffill school. This position will be established to provide front office support.

an eight-hour 203-day Office Assistant II position number 10617 to be established at Elm school. This position will be established to provide front office support.

an eight-hour 203-day Office Assistant II position number 10618 to be established at Frank school. This position will be established to provide front office support.

an eight-hour 203-day Office Assistant II position number 10619 to be established at Fremont school. This position will be established to provide front office support.

an eight-hour 203-day Office Assistant II position number 10620 to be established at Harrington school. This position will be established to provide front office support.

an eight-hour 203-day Office Assistant II position number 10621 to be established at Lopez school. This position will be established to provide front office support.

an eight-hour 203-day Office Assistant II position number 10622 to be established at Kamala school. This position will be established to provide front office support.

an eight-hour 203-day Office Assistant II position number 10623 to be established at Lemonwood school. This position will be established to provide front office support.

an eight-hour 203-day Office Assistant II position number 10624 to be established at Marina West school. This position will be established to provide front office support.

an eight-hour 203-day Office Assistant II position number 10625 to be established at Marshall school. This position will be established to provide front office support.

an eight-hour 203-day Office Assistant II position number 10626 to be established at McAuliffe school. This position will be established to provide front office support.

an eight-hour 203-day Office Assistant II position number 10627 to be established at McKinna school. This position will be established to provide front office support.

an eight-hour 203-day Office Assistant II position number 10628 to be established at Ramona school. This position will be established to provide front office support.

an eight-hour 203-day Office Assistant II position number 10629 to be established at Ritchen school. This position will be established to provide front office support.

an eight-hour 203-day Office Assistant II position number 10630 to be established at Rose Avenue school. This position will be established to provide front office support.

an eight-hour 203-day Office Assistant II position number 10631 to be established at Sierra Linda school. This position will be established to provide front office support.

an eight-hour 203-day Office Assistant II position number 10632 to be established at Soria school. This position will be established to provide front office support.

an eight-hour 203-day Office Assistant II position number 10633 to be established at San Miguel school. This position will be established to provide front office support.

### **Abolish**

a five-hour and forty-five-minute Paraeducator II position number 7351 to be abolished at Marina West school. This position will be abolished due to lack of work.

a five-hour and forty-five-minute Paraeducator III position number 9275 to be abolished at Lopez school. This position will be abolished due to lack of work.

### **Increase of Hours**

a three hour and ten-minute 183-day Paraeducator I position number 7189 to be increased to four hours and ten minutes at Ritchen school. This position will be increased to provide additional classroom support.

### **FISCAL IMPACT:**

Cost for 21 Office Assistant IIs: \$1,344,819 General Funds (ESSER Funds)

Cost for 1 Paraeducator I: \$5,012 General Funds

Cost for 1 Paraeducator II: \$29,918 Special Education Funds

Cost for 1 Paraeducator III: \$30,700 Special Education 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, abolishment, and increase of hours of the positions as presented.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 06, 2021

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

### **Personnel Actions (Torres/Batista/Nair)**

---

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:** [Personnel Actions 10.06.2021 \(3 pgs\).pdf](#)

**CERTIFICATED PERSONNEL ACTIONS**

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

**New Hires**

Gonzalez, Lissette	Multiple Subject Teacher	2021/2022 SY
McMurray, Jennifer	Intervention Specialist Provider	2021/2022 SY
McMurray, Traci	Multiple Subject Teacher	2021/2022 SY
Menchaca, Juliana	Multiple Subject Teacher	2021/2022 SY
Michaels, Mia	Multiple Subject Teacher	2021/2022 SY
Morales, MaGuadalupe	Multiple Subject Bilingual Teacher	2021/2022 SY
Orozco, Daniella	Multiple Subject Teacher	2021/2022 SY
Rocha, Sabrina	Multiple Subject Teacher	2021/2022 SY
Tyson, Iain	Science Teacher	2021/2022 SY
Loebe, Laura	Substitute Teacher	2021/2022 SY
Mullins, Loris	Substitute Teacher	2021/2022 SY
Pimentel, Raquel	Substitute Teacher	2021/2022 SY
Salgado Maceda, Veronica	Substitute Teacher	2021/2022 SY

**Resignation**

Stephens, Maria	Speech Language Pathologist	June 17, 2021
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**Leave of Absence**

Arredondo, Cecilia	Music Teacher	August - December 2021
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## CLASSIFIED PERSONNEL ACTIONS

**New Hire**

Aguilar Elias, Veronica	Paraeducator II, Position #1706 Sierra Linda 5.75 hrs./183 days	08/20/2021
Bernal, Jose M.	Custodian, Position #6448 Driffill 4.0 hrs./246 days	09/09/2021
Cortez, Alejandro G.	Paraeducator III, Position #9284 Lopez 5.75 hrs./183 days	09/15/2021
Pelayo, Alexis J.	Custodian, Position #10473 Facilities 8.0 hrs./246 days	09/14/2021
Saadati, Victoria	Human Resources Technician, Position #10292 Certificated Human Resources 8.0 hrs./246 days	09/20/2021

**Limited Term/Substitute**

Cortes, Coyolicatzi	Outreach Specialist (substitute)	09/07/2021
Jasso, Maria De Jesus	Clerical (substitute)	09/07/2021
Jose, Arturo D.	Custodian (substitute)	09/16/2021
Meza, Candice R.	Custodian (substitute)	09/16/2021
Perez Jr., Manuel R.	Custodian (substitute)	09/21/2021
Ramirez, Annette M.	Campus Assistant (substitute)	09/02/2021
Trejo, Leticia T.	Clerical (substitute)	09/13/2021
Viveros, Paola	Campus Assistant (substitute)	09/22/2021
Zuniga, Melissa	Clerical (substitute)	08/24/2021

**Promotion**

Dickens, Jesusa	School Office Manager, Position #429 McAuliffe 8.0 hrs./210 days Attendance Accounting Technician, Position #2212 Fremont 8.0 hrs./210 days	09/13/2021
Macias, Perla Y.	Outreach Specialist, Position #2686 Ritchen 8.0 hrs./180 days Health Assistant, Position #8436 Pupil Services 5.75 hrs./183 days	09/27/2021
Serratos, Oscar D.	Custodian, Position #10472 Facilities 8.0 hrs./246 days Campus Assistant, Position #6347 Brekke 4.0 hrs./180 days	09/20/2021
Valencia, Christian E.	Custodian, Position #10468 Facilities 8.0 hrs./246 days Paraeducator II, Position #46 Lopez 5.75 hrs./183 days	09/13/2021

**Transfer**

Lee, Claudia	Paraeducator I, Position #9165 McKinna 3.67 hrs./183 days Paraeducator I, Position #7226 Lemonwood 5.0 hrs./183 days	09/20/2021
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Medina, Ana L.	Outreach Specialist, Position #2561 Brekke 8.0 hrs./180 days Outreach Specialist, Position #1070 Ramona 8.0 hrs./180 days	10/01/2021
Perdomo, Catherina A.	Paraeducator III, Position #9778 Curren 5.75 hrs./183 days Paraeducator III, Position #7467 McAuliffe 5.75 hrs./183 days	09/01/2021
Sanchez Oviedo, Maria L.	Child Nutrition Worker, Position #2849 Ritchen 5.0 hrs./185 days Child Nutrition Worker, Position #2847 Marshall 5.0 hrs./185 days	09/20/2021
Wright, Jessica L.	Paraeducator III, Position #9711 Special Education 8.0 hrs./183 days Paraeducator III, Position #9211 McAuliffe 5.75 hrs./183 days	09/13/2021

**Voluntary Demotion**

Dickens, Jesusa	Attendance Accounting Technician, Position #2212 Fremont 8.0 hrs./210 days School Office Manager, Position #429 McAuliffe 8.0 hrs./210 days	09/20/2021
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**In Lieu of Layoff**

Escalante, Angela	Paraeducator I, Position #9158 Chavez 3.167 hrs./183 days Paraeducator I, Position #9158 Chavez 1.5 hrs./183 days	11/02/2021
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**Resignation**

Neally-Sportato, Shauna L.	Health Care Technician, Position #9054 Pupil Services 7.0 hrs./183 days	09/10/2021
Rios, Jessica J.	Paraeducator II, Position #6434 Lopez 5.75 hrs./183 days	06/17/2021
Salgado Maceda, Veronica	Paraeducator II, Position #9201 Marshall 5.75 hrs./183 days	09/13/2021
Young, Jjordyn	Paraeducator II, Position #9213 Harrington 5.75 hrs./183 days	06/17/2021

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** October 06, 2021

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

### **Actuarial Study of Retiree Health Liabilities (Quinto/Crandall Plasencia)**

---

Pursuant to Education Code 42140 and GASB 74/75, the Board will receive the Actuarial Study of Retiree Health Liabilities prepared by Total Compensation Systems, Inc.

#### **FISCAL IMPACT:**

None.

#### **RECOMMENDATION:**

None - information only.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Actuarial Study of Retiree Health Liabilities \(29 pages\)](#)

**Oxnard School District**  
**Actuarial Study of**  
**Retiree Health Liabilities Under GASB 74/75**  
**Valuation Date: June 30, 2021**  
**Measurement Date: June 30, 2021**  
**For Fiscal Year-End: June 30, 2021**

*Prepared by:*  
*Total Compensation Systems, Inc.*

*Date: September 14, 2021*

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**Oxnard School District  
Actuarial Study of Retiree Health Liabilities**

**PART I: EXECUTIVE SUMMARY**

**A. Introduction**

This report was produced by Total Compensation Systems, Inc. for Oxnard School District to determine the liabilities associated with its current retiree health program as of a June 30, 2021 measurement date and to provide the necessary information to determine accounting entries for the fiscal year ending June 30, 2021. This report may not be suitable for other purposes such as determining employer contributions or assessing the potential impact of changes in plan design.

Different users of this report will likely be interested in different sections of information contained within. We anticipate that the following portions may be of most interest depending on the reader:

- A high level comparison of key results from the current year to the prior year is shown on this page.
- The values we anticipate will be disclosed in the June 30, 2021 year-end financials are shown on pages 2 and 3.
- Additional accounting information is shown on page 12 and Appendices C and D.
- Description and details of measured valuation liabilities can be found beginning on page 10.
- Guidance regarding the next actuarial valuation for the June 30, 2022 measurement date is provided on page 13.

**B. Key Results**

Oxnard SD uses an Actuarial Measurement Date that is the same as its Fiscal Year-End. This means that these actuarial results measured as of June 30, 2021 will be used directly for the June 30, 2021 Fiscal Year-End.

<b>Key Results</b>	<b>Current Year</b>	<b>Prior Year</b>
	<i>June 30, 2021 Measurement Date for June 30, 2021 Fiscal Year-End</i>	<i>June 30, 2020 Measurement Date for June 30, 2020 Fiscal Year-End</i>
Total OPEB Liability (TOL)	\$116,493,007	\$90,785,916
Fiduciary Net Position (FNP)	\$7,111,740	\$6,485,781
Net OPEB Liability (NOL)	\$109,381,267	\$84,300,135
Service Cost <i>(for year following)</i>	\$6,001,980	\$5,104,422
Estimated Pay-as-you-go Amount <i>(for year following)</i>	\$3,775,260	\$4,083,125
GASB 75 OPEB Expense <i>(for year ending)</i>	\$8,651,897	\$4,700,832

Refer to results section beginning on page 10 or the glossary on page 26 for descriptions of the above items.

<b>Key Assumptions</b>	<b>Current Year</b>	<b>Prior Year</b>
	<i>June 30, 2021 Measurement Date for June 30, 2021 Fiscal Year-End</i>	<i>June 30, 2020 Measurement Date for June 30, 2020 Fiscal Year-End</i>
Valuation Interest Rate	2.16%	2.20%
Expected Rate of Return on Assets	2.16%	2.20%
Long-Term Medical Trend Rate	4.00%	4.00%
Projected Payroll Growth	2.75%	2.75%

# Total Compensation Systems, Inc.

## C. Summary of GASB 75 Accounting Results

### 1. Changes in Net OPEB Liability

The following table shows the reconciliation of the June 30, 2020 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2021 NOL. A more detailed version of this table can be found on page 12.

	<i>TOL</i>	<i>FNP</i>	<i>NOL</i>
<b>Balance at June 30, 2020 Measurement Date</b>	<b>\$90,785,916</b>	<b>\$6,485,781</b>	<b>\$84,300,135</b>
Service Cost	\$5,104,422	\$0	\$5,104,422
Interest on TOL / Return on FNP	\$2,008,524	\$27,407	\$1,981,117
Employer Contributions*	\$0	\$4,964,792	(\$4,964,792)
Benefit Payments*	(\$4,366,240)	(\$4,366,240)	\$0
Administrative Expenses	\$0	\$0	\$0
Experience (Gains)/Losses	\$22,613,807	\$0	\$22,613,807
Changes in Assumptions	\$346,578	\$0	\$346,578
Other	\$0	\$0	\$0
Net Change	\$25,707,091	\$625,959	\$25,081,132
<b>Actual Balance at June 30, 2021 Measurement Date</b>	<b>\$116,493,007</b>	<b>\$7,111,740</b>	<b>\$109,381,267</b>

\* Includes \$744,620 due to implied rate subsidy.

### 2. Deferred Inflows and Outflows

Changes in the NOL arising from certain sources are recognized on a deferred basis. The following tables show the balance of each deferral item as of the measurement date and the scheduled future recognition. A reconciliation of these balances can be found on page 12 while the complete deferral history is shown beginning on page 23.

<b>Balances at June 30, 2021 Fiscal Year-End</b>	<i>Deferred Outflows</i>	<i>Deferred Inflows</i>
Differences between expected and actual experience	\$20,374,409	(\$9,362,908)
Changes in assumptions	\$7,782,382	(\$1,378,041)
Differences between projected and actual return on assets	\$315,357	\$0
<b>Total</b>	<b>\$28,472,148</b>	<b>(\$10,740,949)</b>

<b>To be recognized fiscal year ending June 30:</b>	<i>Deferred Outflows</i>	<i>Deferred Inflows</i>
2022	\$3,643,119	(\$1,954,898)
2023	\$3,591,126	(\$1,954,898)
2024	\$3,549,285	(\$1,954,898)
2025	\$3,521,887	(\$1,954,898)
2026	\$3,497,515	(\$1,954,898)
Thereafter	\$10,669,216	(\$966,459)
<b>Total</b>	<b>\$28,472,148</b>	<b>(\$10,740,949)</b>

## Total Compensation Systems, Inc.

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### 3. OPEB Expense

Under GASB 74 and 75, OPEB expense includes service cost, interest cost, administrative expenses, and change in TOL due to plan changes, adjusted for deferred inflows and outflows. OPEB expense can also be derived as change in net position, adjusted for employer contributions, which can be found on page 12.

<b>To be recognized fiscal year ending June 30, 2021</b>	<i>Expense Component</i>
Service Cost	\$5,104,422
Interest Cost	\$2,008,524
Expected Return on Assets	(\$149,271)
Administrative Expenses	\$0
Recognition of Experience (Gain)/Loss Deferrals	\$532,185
Recognition of Assumption Change Deferrals	\$1,010,432
Recognition of Investment (Gain)/Loss Deferrals	\$145,605
Employee Contributions	\$0
Changes in Benefit Terms	\$0
<b>Net OPEB Expense for fiscal year ending June 30, 2021</b>	<b>\$8,651,897</b>

\* May include a slight rounding error.

### 4. Adjustments

We are unaware of any adjustments that need to be made.

### 5. Trend and Interest Rate Sensitivities

The following presents what the Net OPEB Liability would be if it were calculated using a discount rate assumption or a healthcare trend rate assumption one percent higher or lower than the current assumption.

<b>Net OPEB Liability at June 30, 2021 Measurement Date</b>	<i>Discount Rate</i>	<i>Healthcare Trend Rate</i>
1% Decrease in Assumption	\$118,760,226	\$95,129,372
Current Assumption	\$109,381,267	\$109,381,267
1% Increase in Assumption	\$100,473,488	\$126,276,538

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## D. Description of Retiree Benefits

Following is a description of the retiree benefit plan that applies to all OEA employees and non-OEA employees hired prior to July 1, 2012. Non-OEA employees hired on or after July 1, 2012 have no entitlement to retiree health benefits.

	<u>OEA</u>	<u>CSEA</u>	<u>Management</u>	<u>OSSA</u>
Benefit types provided	Medical, dental and vision	Medical, dental and vision	Medical, dental and vision	Medical, dental and vision
Duration of Benefits	To age 69	To age 65 <sup>(1)</sup>	To age 69	To age 65 <sup>(1)</sup>
Required Service	8 years <sup>(2)</sup>	15 years <sup>(3)</sup>	8 years <sup>(2)</sup>	8 years <sup>(2)</sup>
Minimum Age	55	55	55	55
Dependent Coverage	No <sup>(4)</sup>	Yes	Yes	No <sup>(4)</sup>
District Contribution %	100%	100%	100%	100%
District Cap	None	Premium rate at retirement <sup>(5)</sup>	None	None

<sup>(1)</sup>To age 69 if hired before 8/1/05 for CSEA and 7/1/06 for OSSA

<sup>(2)</sup>This is the requirement for Oxnard School District. Also requires 15 years in California Public Schools

<sup>(3)</sup>For those hired before 8/1/05, 8 years with OSD and 15 years in California Public Schools

<sup>(4)</sup>Contract language allows “employee-only” premium. District currently pays a composite rate that includes dependents.

<sup>(5)</sup>Affects CSEA members who were employed on or after 8/1/05.

## E. Summary of Valuation Data

This report is based on census data provided to us as of July, 2021. Distributions of participants by age and service can be found on page 17. The active count below excludes employees for whom it is not possible to receive retiree benefits (e.g. employees who are already older than the maximum age to which benefits are payable or who will not accrue the required service prior to reaching the maximum age).

	<b>Current Year</b> <i>June 30, 2021 Valuation Date</i> <i>June 30, 2021 Measurement Date</i>	<b>Prior Year</b> <i>June 30, 2019 Valuation Date</i> <i>June 30, 2020 Measurement Date</i>
<b>Active Employees eligible for future benefits</b>		
Count	1006	683
Average Age	47.3	47.9
Average Years of Service	16.6	18.5
<b>Retirees currently receiving benefits</b>		
Count	239	243
Average Age	64.7	64.4

We were not provided with information about any terminated, vested employees.

## Total Compensation Systems, Inc.

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### F. Certification

The actuarial information in this report is intended solely to assist Oxnard SD in complying with Governmental Accounting Standards Board Accounting Statement 74 and 75 and, unless otherwise stated, fully and fairly discloses actuarial information required for compliance. Nothing in this report should be construed as an accounting opinion, accounting advice or legal advice. TCS recommends that third parties retain their own actuary or other qualified professionals when reviewing this report. TCS's work is prepared solely for the use and benefit of Oxnard SD. Release of this report may be subject to provisions of the Agreement between Oxnard SD and TCS. No third party recipient of this report product should rely on the report for any purpose other than accounting compliance. Any other use of this report is unauthorized without first consulting with TCS.

This report is for fiscal year July 1, 2020 to June 30, 2021, using a measurement date of June 30, 2021. The calculations in this report have been made based on our understanding of plan provisions and actual practice at the time we were provided the required information. We relied on information provided by Oxnard SD. Much or all of this information was unaudited at the time of our evaluation. We reviewed the information provided for reasonableness, but this review should not be viewed as fulfilling any audit requirements. We relied on the following materials to complete this study:

- We used paper reports and digital files containing participant demographic data from the District personnel records.
- We used relevant sections of collective bargaining agreements provided by the District.

All costs, liabilities, and other estimates are based on actuarial assumptions and methods that comply with all applicable Actuarial Standards of Practice (ASOPs). Each assumption is deemed to be reasonable by itself, taking into account plan experience and reasonable future expectations and in combination represent our estimate of anticipated experience of the Plan.

This report contains estimates of the Plan's financial condition and future results only as of a single date. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the actuarial assumptions used. This valuation cannot predict the Plan's future condition nor guarantee its future financial soundness. Actuarial valuations do not affect the ultimate cost of Plan benefits, only the timing of Plan contributions. While the valuation is based on individually reasonable assumptions, other assumption sets may also be reasonable and valuation results based on those assumptions would be different. Determining results using alternative assumptions (except for the alternate discount and trend rates shown in this report) is outside the scope of our engagement.

Future actuarial measurements may differ significantly from those presented in this report due to factors such as, but not limited to, the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the measurement methodology (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. We were not asked to perform analyses to estimate the potential range of such future measurements.

The signing actuary is independent of Oxnard SD and any plan sponsor. TCS does not intend to benefit from and assumes no duty or liability to other parties who receive this report. TCS is not aware of any relationship that would impair the objectivity of the opinion.

On the basis of the foregoing, I hereby certify that, to the best of my knowledge and belief, this report is complete and has been prepared in accordance with generally accepted actuarial principles and practices and all applicable Actuarial Standards of Practice. I meet the Qualifications Standards of the American Academy of

## Total Compensation Systems, Inc.

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Actuaries to render the actuarial opinion contained herein.

Respectfully submitted,



Will Kane, FSA, EA, MAAA  
Actuary  
Total Compensation Systems, Inc.  
(805) 496-1700

## PART II: LIABILITIES AND COSTS FOR RETIREE BENEFITS

### A. Introduction.

We calculated the actuarial present value of projected benefit payments (APVPBP) separately for each participant. We determined eligibility for retiree benefits based on information supplied by Oxnard SD. We then selected assumptions that, based on plan provisions and our training and experience, represent our best prediction of future plan experience. For each participant, we applied the appropriate assumption factors based on the participant's age, sex, length of service, and employee classification.

The actuarial assumptions used for this study are summarized beginning on page 14.

### B. Liability for Retiree Benefits.

For each participant, we projected future premium costs using an assumed trend rate (see Appendix C). To the extent Oxnard SD uses contribution caps, the influence of the trend factor is further reduced. We multiplied each year's benefit payments by the probability that benefits will be paid; i.e. based on the probability that the participant is living, has not terminated employment, has retired and remains eligible. The probability that benefit will be paid is zero if the participant is not eligible. The participant is not eligible if s/he has not met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's benefit payments and the probability the benefit will be paid equals the expected cost for that year. We multiplied the above expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan. Finally, we discounted the expected cost for each year to the measurement date June 30, 2021 at 2.16% interest.

For any *current retirees*, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 100%).

The value generated from the process described above is called the actuarial present value of projected benefit payments (APVPBP). We added APVPBP for each participant to get the total APVPBP for all participants which is the estimated present value of all future retiree health benefits for all **current** participants. The APVPBP is the amount on June 30, 2021 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last participant dies or reaches the maximum eligibility age. However, for most actuarial and accounting purposes, the APVPBP is not used directly but is instead apportioned over the lifetime of each participant as described in the following sections.

## Total Compensation Systems, Inc.

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### C. Actuarial Accrual

Accounting principles provide that the cost of retiree benefits should be “accrued” over employees' working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in June of 2015 Accounting Standards 74 and 75 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees), whether they pay directly or indirectly (via an “implicit rate subsidy”).

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an “actuarial cost method” and uses the APVPBP to develop expense and liability figures. Furthermore, the APVPBP should be accrued over the working lifetime of employees.

In order to accrue the APVPBP over the working lifetime of employees, actuarial cost methods apportion the APVPBP into two parts: the portions attributable to service rendered prior to the measurement date (the past service liability or Total OPEB Liability (TOL) under GASB 74 and 75) and to service after the measurement date but prior to retirement (the future service liability or present value of future service costs). Of the future service liability, the portion attributable to the single year immediately following the measurement date is known as the normal cost or Service Cost under GASB 74 and 75.

The service cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. The actuarial cost method mandated by GASB 75 is the “entry age actuarial cost method”. Under the entry age actuarial cost method, the actuary determines the service cost as the annual amount needing to be expensed from hire until retirement to fully accrue the cost of retiree health benefits. Under GASB 75, the service cost is calculated to be a level percentage of each employee’s projected pay.

### D. Actuarial Assumptions

The APVPBP and service cost are determined using several key assumptions:

- The current *cost of retiree health benefits* (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the service cost.
- The “*trend*” rate at which retiree health benefits are expected to increase over time. A higher trend rate increases the service cost. A “cap” on District contributions can reduce trend to zero once the cap is reached thereby dramatically reducing service costs.
- *Mortality rates* varying by age and sex (and sometimes retirement or disability status). If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce service costs, the mortality assumption is not likely to vary from employer to employer.
- *Employment termination rates* have the same effect as mortality inasmuch as higher termination rates reduce service costs. Employment termination can vary considerably between public agencies.
- The *service requirement* reflects years of service required to earn full or partial retiree benefits. While a longer service requirement reduces costs, cost reductions are not usually substantial unless the service period exceeds 20 years of service.

## Total Compensation Systems, Inc.

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- **Retirement rates** determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Retirement rates also depend on the amount of pension benefits available. Higher retirement rates increase service costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between public agencies for each employee type.
- **Participation rates** indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.
- The **discount rate** estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets for funded plans. The rate used for a funded plan is the **real** rate of return expected for plan assets plus the long term inflation assumption. For an unfunded plan, the discount rate is based on an index of 20 year General Obligation municipal bonds rated AA or higher. For partially funded plans, the discount rate is a blend of the funded and unfunded rates.

### E. Total OPEB Liability

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. If all actuarial assumptions are exactly met and an employer expensed the service cost every year for all past and current employees and retirees, a sizeable liability would have accumulated (after adding interest and subtracting retiree benefit costs). The liability that would have accumulated is called the Total OPEB Liability (TOL). The excess of TOL over the value of plan assets is called the Net OPEB Liability (NOL). Under GASB 74 and 75, in order for assets to count toward offsetting the TOL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

Changes in the TOL can arise in several ways - e.g., as a result of plan changes or changes in actuarial assumptions. Change in the TOL can also arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience. GASB 75 allows certain changes in the TOL to be deferred (i.e. deferred inflows and outflows of resources).

Under GASB 74 and 75, a portion of actuarial gains and losses can be deferred as follows:

- Investment gains and losses are deferred five years.
- Experience gains and losses are deferred over the Expected Average Remaining Service Lives (EARSL) of plan participants. In calculating the EARSL, terminated employees (primarily retirees) are considered to have a working lifetime of zero. This often makes the EARSL quite short.
- Liability changes resulting from changes in economic and demographic assumptions are also deferred based on the EARSL.
- Liability changes resulting from plan changes, for example, cannot be deferred.

## Total Compensation Systems, Inc.

### F. Valuation Results

This section details the measured values of the concepts described on the previous pages.

#### 1. Actuarial Present Value of Projected Benefit Payments (APVPBP)

##### Actuarial Present Value of Projected Benefit Payments as of June 30, 2021 Valuation Date

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>Support Services</i>
Active: Pre-65 Benefit	\$118,034,149	\$77,744,011	\$35,713,985	\$3,502,518	\$1,073,635
Post-65 Benefit	\$67,216,963	\$54,041,590	\$10,689,346	\$2,144,493	\$341,534
Subtotal	\$185,251,112	\$131,785,601	\$46,403,331	\$5,647,011	\$1,415,169
Retiree: Pre-65 Benefit	\$6,263,711	\$2,954,285	\$2,838,164	\$251,790	\$219,472
Post-65 Benefit	\$9,405,943	\$6,006,813	\$2,486,309	\$477,034	\$435,787
Subtotal	\$15,669,654	\$8,961,098	\$5,324,473	\$728,824	\$655,259
Grand Total	\$200,920,766	\$140,746,699	\$51,727,804	\$6,375,835	\$2,070,428
Subtotal Pre-65 Benefit	\$124,297,860	\$80,698,296	\$38,552,149	\$3,754,308	\$1,293,107
Subtotal Post-65 Benefit	\$76,622,906	\$60,048,403	\$13,175,655	\$2,621,527	\$777,321

#### 2. Service Cost

The service cost represents the value of the benefit earned during a single year of employment. It is the APVPBP spread over the expected working lifetime of the employee and divided into annual segments. We applied an "entry age" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated service cost.

##### Service Cost Valuation Year Beginning July 1, 2021

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>Support Services</i>
# of Eligible Employees	1,006	681	289	27	9
<b>First Year Service Cost</b>					
Pre-65 Benefit	\$3,811,021	\$2,600,739	\$1,068,433	\$106,272	\$35,577
Post-65 Benefit	\$2,190,959	\$1,825,080	\$299,693	\$56,376	\$9,810
Total	\$6,001,980	\$4,425,819	\$1,368,126	\$162,648	\$45,387

Accruing retiree health benefit costs using service costs levels out the cost of retiree health benefits over time and more fairly reflects the value of benefits "earned" each year by employees. While the service cost for each employee is targeted to remain level as a percentage of covered payroll, the service cost as a dollar amount would increase each year based on covered payroll. Additionally, the overall service cost may grow or shrink based on changes in the demographic makeup of the employees from year to year.

## Total Compensation Systems, Inc.

### 3. Total OPEB Liability and Net OPEB Liability

If actuarial assumptions are borne out by experience, the District will fully accrue retiree benefits by expensing an amount each year that equals the service cost. If no accruals had taken place in the past, there would be a shortfall of many years' accruals, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the Total OPEB Liability. We calculated the Total OPEB Liability (TOL) as the APVPBP minus the present value of future service costs. To the extent that benefits are funded through a GASB 74 qualifying trust, the trust's Fiduciary Net Position (FNP) is subtracted to get the NOL. The FNP is the value of assets adjusted for any applicable payables and receivables as shown in the table on page 15.

#### Total OPEB Liability and Net OPEB Liability as of June 30, 2021 Valuation Date

	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>Support Services</i>
Active: Pre-65 Benefit	64,162,659	\$38,457,581	\$22,619,954	\$2,398,459	\$686,665
Active: Post-65 Benefit	\$36,660,694	\$26,855,947	\$7,984,453	\$1,574,065	\$246,229
Subtotal	\$100,823,353	\$65,313,528	\$30,604,407	\$3,972,524	\$932,894
Retiree: Pre-65 Benefit	\$6,263,711	\$2,954,285	\$2,838,164	\$251,790	\$219,472
Retiree: Post-65 Benefit	\$9,405,943	\$6,006,813	\$2,486,309	\$477,034	\$435,787
Subtotal	\$15,669,654	\$8,961,098	\$5,324,473	\$728,824	\$655,259
Subtotal: Pre-65 Benefit	\$70,426,370	\$41,411,866	\$25,458,118	\$2,650,249	\$906,137
Subtotal: Post-65 Benefit	\$46,066,637	\$32,862,760	\$10,470,762	\$2,051,099	\$682,016
Total OPEB Liability (TOL)	\$116,493,007	\$74,274,626	\$35,928,880	\$4,701,348	\$1,588,153
Fiduciary Net Position as of June 30, 2021	\$7,111,740				
Net OPEB Liability (NOL)	\$109,381,267				

### 4. "Pay As You Go" Projection of Retiree Benefit Payments

We used the actuarial assumptions shown in Appendix C to project the District's ten year retiree benefit outlay, including any implicit rate subsidy. Because these cost estimates reflect average assumptions applied to a relatively small number of participants, estimates for individual years are **certain** to be *inaccurate*. However, these estimates show the size of cash outflow.

The following table shows a projection of annual amounts needed to pay the District's share of retiree health costs, including any implicit rate subsidy.

<i>Year Beginning July 1</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>Support Services</i>
2021	\$3,775,260	\$2,267,821	\$1,148,063	\$196,408	\$162,968
2022	\$4,143,849	\$2,430,747	\$1,362,378	\$209,954	\$140,770
2023	\$4,485,438	\$2,645,897	\$1,494,199	\$219,504	\$125,838
2024	\$4,729,144	\$2,788,536	\$1,575,442	\$227,013	\$138,153
2025	\$5,082,370	\$3,027,597	\$1,692,051	\$241,180	\$121,542
2026	\$5,471,490	\$3,274,138	\$1,864,553	\$251,113	\$81,686
2027	\$5,905,794	\$3,563,114	\$2,003,658	\$262,091	\$76,931
2028	\$6,447,583	\$3,927,161	\$2,115,539	\$300,409	\$104,474
2029	\$7,037,047	\$4,453,660	\$2,163,136	\$314,923	\$105,328
2030	\$7,580,412	\$4,799,088	\$2,300,956	\$357,184	\$123,184

## Total Compensation Systems, Inc.

### G. Additional Reconciliation of GASB 75 Results

The following table shows the reconciliation of the June 30, 2020 Net OPEB Liability (NOL) in the prior valuation to the June 30, 2021 NOL. For some plans, it will provide additional detail and transparency beyond that shown in the table on Page 2.

	<i>TOL</i>	<i>FNP</i>	<i>NOL</i>
<b>Balance at June 30, 2020</b>	<b>\$90,785,916</b>	<b>\$6,485,781</b>	<b>\$84,300,135</b>
Service Cost	\$5,104,422	\$0	\$5,104,422
Interest on Total OPEB Liability	\$2,008,524	\$0	\$2,008,524
Expected Investment Income	\$0	\$149,271	(\$149,271)
Administrative Expenses	\$0	\$0	\$0
Employee Contributions	\$0	\$0	\$0
Employer Contributions to Trust	\$0	\$4,220,172	(\$4,220,172)
Employer Contributions as Benefit Payments***	\$0	\$744,620	(\$744,620)
Actual Benefit Payments from Trust	(\$3,621,620)	(\$3,621,620)	\$0
Actual Benefit Payments from Employer***	(\$744,620)	(\$744,620)	\$0
Expected Minus Actual Benefit Payments**	\$283,115	\$0	\$283,115
<b>Expected Balance at June 30, 2021</b>	<b>\$93,815,737</b>	<b>\$7,233,604</b>	<b>\$86,582,133</b>
Experience (Gains)/Losses	\$22,330,692	\$0	\$22,330,692
Changes in Assumptions	\$346,578	\$0	\$346,578
Changes in Benefit Terms	\$0	\$0	\$0
Investment Gains/(Losses)	\$0	(\$121,864)	\$121,864
Other	\$0	\$0	\$0
Net Change during 2021	\$25,707,091	\$625,959	\$25,081,132
<b>Actual Balance at June 30, 2021*</b>	<b>\$116,493,007</b>	<b>\$7,111,740</b>	<b>\$109,381,267</b>

\* May include a slight rounding error.

\*\* Deferrable as an Experience Gain or Loss.

\*\*\* Includes \$744,620 due to implied rate subsidy.

Changes in the NOL arising from certain sources are recognized on a deferred basis. The deferral history for Oxnard SD is shown beginning on page 23. The following table summarizes the beginning and ending balances for each deferral item. The current year expense reflects the change in deferral balances for the measurement year.

### Deferred Inflow/Outflow Balances Fiscal Year Ending June 30, 2021

	<i>Beginning Balance</i>	<i>Change Due to New Deferrals</i>	<i>Change Due to Recognition</i>	<i>Ending Balance</i>
Experience (Gains)/Losses	(\$11,070,121)	\$22,613,807	(\$532,185)	\$11,011,501
Assumption Changes	\$7,068,195	\$346,578	(\$1,010,432)	\$6,404,341
Investment (Gains)/Losses	\$339,098	\$121,864	(\$145,605)	\$315,357
Deferred Balances	(\$3,662,828)	\$23,082,249	(\$1,688,222)	\$17,731,199

The following table shows the reconciliation of Net Position (NOL less the balance of any deferred inflows or outflows). When adjusted for contributions, the change in Net Position is equal to the OPEB expense shown previously on page 3.

### OPEB Expense Fiscal Year Ending June 30, 2021

	<i>Beginning Net Position</i>	<i>Ending Net Position</i>	<i>Change</i>
Net OPEB Liability (NOL)	\$84,300,135	\$109,381,267	\$25,081,132
Deferred Balances	(\$3,662,828)	\$17,731,199	\$21,394,027
Net Position	\$87,962,963	\$91,650,068	\$3,687,105
Adjust Out Employer Contributions			\$4,964,792
OPEB Expense			\$8,651,897

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## H. Procedures for Future Valuations

GASB 74/75 require annual measurements of liability with a full actuarial valuation required every two years. This means that for the measurement date one year following a full actuarial valuation, a streamlined “roll-forward” valuation may be performed in place of a full valuation. The following outlines the key differences between full and roll-forward valuations.

	Full Actuarial Valuation	Roll-Forward Valuation
Collect New Census Data	Yes	No
Reflect Updates to Plan Design	Yes	No
Update Actuarial Assumptions	Yes	Typically Not
Update Valuation Interest Rate	Yes	Yes
Actual Assets as of Measurement Date	Yes	Yes
Timing	4-6 weeks after information is received	1-2 weeks after information is received
Fees	Full	Reduced
Information Needed from Employer	Moderate	Minimal
Required Frequency	At least every two years	Each year, unless a full valuation is performed

The majority of employers use an alternating cycle of a full valuation one year followed by a roll-forward valuation the next year. However, a full valuation may be required or preferred under certain circumstances. Following are examples of actions that could cause the employer to consider a full valuation instead of a roll-forward valuation.

- The employer considers or puts in place an early retirement incentive program.
- The employer considers or implements changes to retiree benefit provisions or eligibility requirements.
- The employer desires the measured liability to incorporate more recent census data or assumptions.
- The employer forms a qualifying trust or changes its investment policy.
- The employer adds or terminates a group of participants that constitutes a significant part of the covered group.

We anticipate that the next valuation we perform for Oxnard SD will be a roll-forward valuation with a measurement date of June 30, 2022 which will be used for the fiscal year ending June 30, 2022. Please let us know if Oxnard SD would like to discuss whether another full valuation would be preferable based on any of the examples listed above.

**PART III: ACTUARIAL ASSUMPTIONS AND METHODS**

Following is a summary of actuarial assumptions and methods used in this study. The District should carefully review these assumptions and methods to make sure they reflect the District's assessment of its underlying experience. It is important for Oxnard SD to understand that the appropriateness of all selected actuarial assumptions and methods are Oxnard SD's responsibility. Unless otherwise disclosed in this report, TCS believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 74 and 75, applicable actuarial standards of practice, Oxnard SD's actual historical experience, and TCS's judgment based on experience and training.

**A. ACTUARIAL METHODS AND ASSUMPTIONS:**

*ACTUARIAL COST METHOD:* GASB 74 and 75 require use of the entry age actuarial cost method.

Entry age is based on the age at hire for eligible employees. The attribution period is determined as the difference between the expected retirement age and the age at hire. The APVPBP and present value of future service costs are determined on a participant by participant basis and then aggregated.

*SUBSTANTIVE PLAN:* As required under GASB 74 and 75, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Oxnard SD regarding practices with respect to employer and employee contributions and other relevant factors.

## Total Compensation Systems, Inc.

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### **B. ECONOMIC ASSUMPTIONS:**

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

**INFLATION:** We assumed 2.50% per year used for pension purposes. Actuarial standards require using the same rate for OPEB that is used for pension.

**INVESTMENT RETURN / DISCOUNT RATE:** We assumed 2.16% per year net of expenses. This is based on assumed long-term return on employer assets.. We used the “Building Block Method”. (See Appendix C, Paragraph 53 for more information). Our assessment of long-term returns for employer assets is based on long-term historical returns for surplus funds invested pursuant to California Government Code Sections 53601 et seq.

**TREND:** We assumed 4.00% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

**PAYROLL INCREASE:** We assumed 2.75% per year. Since benefits do not depend on salary (as they do for pensions), using an aggregate payroll assumption for the purpose of calculating the service cost results in a negligible error.

**FIDUCIARY NET POSITION (FNP):** The following table shows the beginning and ending FNP numbers that were provided by Oxnard SD.

#### **Fiduciary Net Position as of June 30, 2021**

	<u>06/30/2020</u>	<u>06/30/2021</u>
Cash and Equivalents	\$0	\$0
Contributions Receivable	\$0	\$0
Total Investments	\$6,485,781	\$7,111,740
Capital Assets	\$0	\$0
Total Assets	\$6,485,781	\$7,111,740
Benefits Payable	\$0	\$0
Fiduciary Net Position	\$6,485,781	\$7,111,740

## Total Compensation Systems, Inc.

### C. NON-ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35). See Appendix C, Paragraph 52 for more information.

#### MORTALITY

<i>Participant Type</i>	<i>Mortality Tables</i>
Certificated	2020 CalSTRS Mortality
Classified	2017 CalPERS Mortality for Miscellaneous and Schools Employees
Miscellaneous	2017 CalPERS Mortality for Miscellaneous and Schools Employees

#### RETIREMENT RATES

<i>Employee Type</i>	<i>Retirement Rate Tables</i>
Certificated	2020 CalSTRS 2.0% @60 Rates
Classified	2017 CalPERS 2.0% @55 Rates for Schools Employees
Miscellaneous	2017 CalPERS 2.0% @55 Rates for Schools Employees

#### COSTS FOR RETIREE COVERAGE

Retiree liabilities are based on actual retiree premium plus an implicit rate subsidy of 52.9% of non-Medicare medical premium. Liabilities for active participants are based on the first year costs shown below, which include the implicit rate subsidy. Subsequent years' costs are based on first year costs adjusted for trend and limited by any District contribution caps.

<i>Participant Type</i>	<i>Future Retirees Pre-65</i>	<i>Future Retirees Post-65</i>
Certificated	Employer portion of premium: \$18,092	\$17,655
	Implied rate subsidy: \$8,778	
Classified	Employer portion of premium: \$16,810	\$12,328
	Implied rate subsidy: \$8,021	
Management	Employer portion of premium: \$18,092	\$17,655
	Implied rate subsidy: \$8,778	
School Services	Employer portion of premium: \$16,810	\$12,328
	Implied rate subsidy: \$8,021	

#### PARTICIPATION RATES

<i>Employee Type</i>	<i>&lt;65 Non-Medicare Participation %</i>	<i>65+ Medicare Participation %</i>
Certificated	100%	100%
Classified	100%	100%
Miscellaneous	100%	100%

#### TURNOVER

<i>Employee Type</i>	<i>Turnover Rate Tables</i>
Certificated	2020 CalSTRS Termination Rates
Classified	2017 CalPERS Termination Rates for School Employees
Miscellaneous	2017 CalPERS Termination Rates for School Employees

#### SPOUSE PREVALENCE

To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

#### SPOUSE AGES

To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.

#### AGING FACTORS

We used aging factors from "Health Care Costs - From Birth to Death" prepared by Dale Yamamoto and published in 2013 by the Society of Actuaries as part of the Health Care Cost Institute's Independent Report Series - Report 2013-1.

# Total Compensation Systems, Inc.

## PART IV: APPENDICES

### APPENDIX A: DEMOGRAPHIC DATA BY AGE

#### **ELIGIBLE ACTIVE EMPLOYEES BY AGE AND EMPLOYEE CLASS**

<i>Age</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>Support Services</i>
Under 25	0	0	0	0	0
25 – 29	29	25	4	0	0
30 – 34	94	72	22	0	0
35 – 39	100	69	28	3	0
40 – 44	195	124	63	5	3
45 – 49	179	123	50	6	0
50 – 54	165	114	42	4	5
55 – 59	141	93	42	6	0
60 – 64	81	49	28	3	1
65 and older	22	12	10	0	0
Total	1006	681	289	27	9

#### **ELIGIBLE ACTIVE EMPLOYEES BY AGE AND SERVICE**

<i>Total</i>	<i>Under 5 Years of Service</i>	<i>5 – 9 Years of Service</i>	<i>10 – 14 Years of Service</i>	<i>15 – 19 Years of Service</i>	<i>20 – 24 Years of Service</i>	<i>25 – 29 Years of Service</i>	<i>30 – 34 Years of Service</i>	<i>Over 34 Years of Service</i>
Under 25	0							
25 – 29	29	21	8					
30 – 34	94	35	35	20	4			
35 – 39	100	14	21	45	19	1		
40 – 44	195	20	23	56	64	29	3	
45 – 49	179	9	17	24	51	73	4	1
50 – 54	165	11	11	10	30	71	22	10
55 – 59	141	7	7	11	21	47	22	24
60 – 64	81	5	7	6	12	20	15	9
65 and older	22		1		5	12		4
Total	1006	122	130	172	206	253	66	44

#### **ELIGIBLE RETIREES BY AGE AND EMPLOYEE CLASS**

<i>Age</i>	<i>Total</i>	<i>Certificated</i>	<i>Classified</i>	<i>Management</i>	<i>Support Services</i>
Under 50	0	0	0	0	0
50 – 54	2	0	2	0	0
55 – 59	13	6	6	1	0
60 – 64	70	38	25	3	4
65 – 69	154	97	43	10	4
70 – 74	0	0	0	0	0
75 – 79	0	0	0	0	0
80 – 84	0	0	0	0	0
85 – 89	0	0	0	0	0
90 and older	0	0	0	0	0
Total	239	141	76	14	8

### APPENDIX B: ADMINISTRATIVE BEST PRACTICES

It is outside the scope of this report to make specific recommendations of actions Oxnard SD should take to manage the liability created by the current retiree health program. The following items are intended only to allow the District to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Oxnard SD's practices, it is possible that Oxnard SD is already complying with some or all of these suggestions.

- We suggest that Oxnard SD maintain an inventory of all benefits and services provided to retirees – whether contractually or not and whether retiree-paid or not. For each, Oxnard SD should determine whether the benefit is material and subject to GASB 74 and/or 75.
- Under GASB 75, it is important to isolate the cost of retiree health benefits. Oxnard SD should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 – *even on a retiree-pay-all basis* – all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Oxnard SD should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.
- Oxnard SD should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for District-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.
- Several assumptions were made in estimating costs and liabilities under Oxnard SD's retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Part III of this report for a summary of assumptions.) For example, Oxnard SD should maintain a retiree database that includes – in addition to date of birth, gender and employee classification – retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Oxnard SD to maintain employment termination information – namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.

# Total Compensation Systems, Inc.

## APPENDIX C: GASB 74/75 ACCOUNTING ENTRIES AND DISCLOSURES

This report does not necessarily include the entire accounting values. As mentioned earlier, there are certain deferred items that are employer-specific. The District should consult with its auditor if there are any questions about what, if any, adjustments may be appropriate.

GASB 74/75 include a large number of items that should be included in the Note Disclosures and Required Supplementary Information (RSI) Schedules. Many of these items are outside the scope of the actuarial valuation. However, following is information to assist the District in complying with GASB 74/75 disclosure requirements:

**Paragraph 50:**                    **Information about the OPEB Plan**

Most of the information about the OPEB plan should be supplied by Oxnard SD. Following is information to help fulfill Paragraph 50 reporting requirements.

50.c: Following is a table of plan participants

	Number of Participants
Inactive Employees Currently Receiving Benefit Payments	239
Inactive Employees Entitled to But Not Yet Receiving Benefit Payments*	0
Participating Active Employees	1006
Total Number of participants	1245

\*We were not provided with information about any terminated, vested employees

**Paragraph 51:**                    **Significant Assumptions and Other Inputs**

Shown in Part III.

**Paragraph 52:**                    **Information Related to Assumptions and Other Inputs**

The following information is intended to assist Oxnard SD in complying with the requirements of Paragraph 52.

52.b: Mortality Assumptions Following are the tables the mortality assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Mortality Table	2017 CalPERS Mortality for Miscellaneous and Schools Employees
Disclosure	The mortality assumptions are based on the 2017 CalPERS Mortality for Miscellaneous and Schools Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

## Total Compensation Systems, Inc.

Mortality Table	2020 CalSTRS Mortality
Disclosure	The mortality assumptions are based on the 2020 CalSTRS Mortality table created by CalSTRS. CalSTRS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalSTRS analysis.
Mortality Table	2017 CalPERS Retiree Mortality for All Employees
Disclosure	The mortality assumptions are based on the 2017 CalPERS Retiree Mortality for All Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

52.c: Experience Studies Following are the tables the retirement and turnover assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

### Retirement Tables

Retirement Table	2017 CalPERS 2.0% @55 Rates for Schools Employees
Disclosure	The retirement assumptions are based on the 2017 CalPERS 2.0% @55 Rates for Schools Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2020 CalSTRS 2.0% @60 Rates
Disclosure	The retirement assumptions are based on the 2020 CalSTRS 2.0% @60 Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2020 CalSTRS 2.0% @62 Rates
Disclosure	The retirement assumptions are based on the 2020 CalSTRS 2.0% @62 Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

### Turnover Tables

Turnover Table	2017 CalPERS Termination Rates for School Employees
Disclosure	The turnover assumptions are based on the 2017 CalPERS Termination Rates for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

## Total Compensation Systems, Inc.

Turnover Table	2020 CalSTRS Termination Rates
Disclosure	The turnover assumptions are based on the 2020 CalSTRS Termination Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

For other assumptions, we use actual plan provisions and plan data.

52.d: The alternative measurement method was not used in this valuation.

52.e: NOL using alternative trend assumptions The following table shows the Net OPEB Liability with a healthcare cost trend rate 1% higher and 1% lower than assumed in the valuation.

	Trend 1% Lower	Valuation Trend	Trend 1% Higher
Net OPEB Liability	\$95,129,372	\$109,381,267	\$126,276,538

### Paragraph 53:

#### Discount Rate

The following information is intended to assist Oxnard SD to comply with Paragraph 53 requirements.

53.a: A discount rate of 2.16% was used in the valuation. The interest rate used in the prior valuation was 2.20%.

53.b: We assumed that all contributions are from the employer.

53.c: We used historic 20 year real rates of return for each asset class along with our assumed long-term inflation assumption to set the discount rate. We offset the expected investment return by investment expenses of 34 basis points.

53.d: The interest assumption does not reflect a municipal bond rate.

53.e: Not applicable.

53.f: Following is the assumed asset allocation and assumed rate of return for each.  
Oxnard School District - Oxnard SD

Asset Class	Percentage of Portfolio	Assumed Gross Return
Intermediate-Term Government Bonds	30.0000	4.2500
Long-Term Corporate Bonds	30.0000	5.0450
Long-Term Government Bonds	30.0000	4.2500
Short-Term Government Bonds	10.0000	3.0000

We looked at rolling periods of time for all asset classes in combination to appropriately reflect correlation between asset classes. That means that the average returns for any asset class don't necessarily reflect the averages over time individually, but reflect the return for the asset class for the portfolio average. We used geometric means.

53.g: The following table shows the Net OPEB liability with a discount rate 1% higher and 1% lower than assumed in the valuation.

## Total Compensation Systems, Inc.

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	Discount Rate 1% Lower	Valuation Discount Rate	Discount Rate 1% Higher
Net OPEB Liability	\$118,760,226	\$109,381,267	\$100,473,488

**Paragraph 55:**            **Changes in the Net OPEB Liability**

Please see reconciliation on pages 2 or 12.

**Paragraph 56:**            **Additional Net OPEB Liability Information**

The following information is intended to assist Oxnard SD to comply with Paragraph 56 requirements.

56.a: The valuation date is June 30, 2021.

          The measurement date is June 30, 2021.

56.b: We are not aware of a special funding arrangement.

56.c: The interest assumption changed from 2.20% to 2.16%. Assumed rates of retirement, termination, and mortality have been updated to align with those currently being used by the statewide pension systems.

56.d: There were no changes in benefit terms since the prior measurement date.

56.e: Not applicable

56.f: To be determined by the employer

56.g: To be determined by the employer

56.h: Other than contributions after the measurement, all deferred inflow and outflow balances are shown on page 12 and in Appendix D

56.i: Future recognition of deferred inflows and outflows is shown in Appendix D

**Paragraph 57:**            **Required Supplementary Information**

57.a: Please see reconciliation on pages 2 or 12. Please see the notes for Paragraph 244 below for more information.

57.b: These items are provided on pages 2 and 12 for the current valuation, except for covered payroll, which should be determined based on appropriate methods.

57.c: We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 20 years.

57.d: We are not aware that there are any statutorily or contractually established contribution requirements.

**Paragraph 58:**            **Actuarially Determined Contributions**

We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 20 years.

**Paragraph 244:**            **Transition Option**

Prior periods were not restated due to the fact that prior valuations were not rerun in accordance with GASB 75. It was determined that the time and expense necessary to rerun prior valuations and to restate prior financial statements was not justified.

# Total Compensation Systems, Inc.

## APPENDIX D: DEFERRED OUTFLOWS OF RESOURCES AND DEFERRED INFLOWS OF RESOURCES

### EXPERIENCE GAINS AND LOSSES

Measurement Period	Experience (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2020	Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Experience Gains and Losses (Measurement Periods)							
				2021	Amounts to be Recognized in OPEB Expense after 2021	2022	2023	2024	2025	2026	Thereafter
2017-18	(\$85,492)	10.2	(\$25,146)	(\$8,382)	(\$51,964)	(\$8,382)	(\$8,382)	(\$8,382)	(\$8,382)	(\$8,382)	(\$10,054)
2018-19	(\$14,483,694)	8.4	(\$3,448,500)	(\$1,724,250)	(\$9,310,944)	(\$1,724,250)	(\$1,724,250)	(\$1,724,250)	(\$1,724,250)	(\$1,724,250)	(\$689,694)
2019-20	\$28,855	8.4	\$3,436	\$3,436	\$21,983	\$3,436	\$3,436	\$3,436	\$3,436	\$3,436	\$4,803
2020-21	\$22,613,807	10	\$0	\$2,261,381	\$20,352,426	\$2,261,381	\$2,261,381	\$2,261,381	\$2,261,381	\$2,261,381	\$9,045,521
<b>Net Increase (Decrease) in OPEB Expense</b>			<b>(\$3,470,210)</b>	<b>\$532,185</b>	<b>\$11,011,501</b>	<b>\$532,185</b>	<b>\$532,185</b>	<b>\$532,185</b>	<b>\$532,185</b>	<b>\$532,185</b>	<b>\$8,350,576</b>

## Total Compensation Systems, Inc.

### CHANGES OF ASSUMPTIONS

#### Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Changes of Assumptions (Measurement Periods)

Measurement Period	Changes of Assumptions	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2020	Amounts to be Recognized in OPEB Expense							
				2021	after 2021	2022	2023	2024	2025	2026	Thereafter
2017-18	(\$2,267,105)	10.2	(\$666,798)	(\$222,266)	(\$1,378,041)	(\$222,266)	(\$222,266)	(\$222,266)	(\$222,266)	(\$222,266)	(\$266,711)
2018-19	\$1,654,667	8.4	\$393,970	\$196,985	\$1,063,712	\$196,985	\$196,985	\$196,985	\$196,985	\$196,985	\$78,787
2019-20	\$8,408,860	8.4	\$1,001,055	\$1,001,055	\$6,406,750	\$1,001,055	\$1,001,055	\$1,001,055	\$1,001,055	\$1,001,055	\$1,401,475
2020-21	\$346,578	10	\$0	\$34,658	\$311,920	\$34,658	\$34,658	\$34,658	\$34,658	\$34,658	\$138,630
Net Increase (Decrease) in OPEB Expense			<b>\$728,227</b>	<b>\$1,010,432</b>	<b>\$6,404,341</b>	<b>\$1,010,432</b>	<b>\$1,010,432</b>	<b>\$1,010,432</b>	<b>\$1,010,432</b>	<b>\$1,010,432</b>	<b>\$1,352,181</b>

## Total Compensation Systems, Inc.

### INVESTMENT GAINS AND LOSSES

#### Increase (Decrease) in OPEB Expense Arising from the Recognition of Effects of Investment Gains and Losses (Measurement Periods)

Measurement Period	Investment (Gain)/Loss	Original Recognition Period (Years)	Amounts Recognized in OPEB Expense through 2020	2021	Amounts to be Recognized in OPEB Expense after 2021	2022	2023	2024	2025	2026	Thereafter
2017-18	\$259,969	5	\$155,982	\$51,994	\$51,993	\$51,993					
2018-19	\$209,205	5	\$83,682	\$41,841	\$83,682	\$41,841	\$41,841				
2019-20	\$136,985	5	\$27,397	\$27,397	\$82,191	\$27,397	\$27,397	\$27,397			
2020-21	\$121,864	5	\$0	\$24,373	\$97,491	\$24,373	\$24,373	\$24,373	\$24,372		
<b>Net Increase (Decrease) in OPEB Expense</b>			<b>\$267,061</b>	<b>\$145,605</b>	<b>\$315,357</b>	<b>\$145,604</b>	<b>\$93,611</b>	<b>\$51,770</b>	<b>\$24,372</b>	<b>\$0</b>	<b>\$0</b>

# Total Compensation Systems, Inc.

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## APPENDIX E: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a *non-actuary* understand concepts related to retiree health valuations. Therefore, the definitions may not be actuarially accurate.

<u>Actuarial Cost Method:</u>	A mathematical model for allocating OPEB costs by year of service. The only actuarial cost method allowed under GASB 74/75 is the entry age actuarial cost method.
<u>Actuarial Present Value of Projected Benefit Payments:</u>	The projected amount of all OPEB benefits to be paid to current and future retirees discounted back to the valuation or measurement date.
<u>Deferred Inflows/Outflows of Resources:</u>	A portion of certain items that can be deferred to future periods or that weren't reflected in the valuation. The former includes investment gains/losses, actuarial gains/losses, and gains/losses due to changes in actuarial assumptions or methods. The latter includes contributions made to a trust subsequent to the measurement date but before the statement date.
<u>Discount Rate:</u>	Assumed investment return net of all investment expenses. Generally, a higher assumed interest rate leads to lower service costs and total OPEB liability.
<u>Fiduciary Net Position:</u>	Net assets (liability) of a qualifying OPEB "plan" (i.e. qualifying irrevocable trust or equivalent arrangement).
<u>Implicit Rate Subsidy:</u>	The estimated amount by which retiree rates are understated in situations where, for rating purposes, retirees are combined with active employees and the employer is expected, in the long run, to pay the underlying cost of retiree benefits.
<u>Measurement Date:</u>	The date at which assets and liabilities are determined in order to estimate TOL and NOL.
<u>Mortality Rate:</u>	Assumed proportion of people who die each year. Mortality rates always vary by age and often by sex. A mortality table should always be selected that is based on a similar "population" to the one being studied.
<u>Net OPEB Liability (NOL):</u>	The Total OPEB Liability minus the Fiduciary Net Position.
<u>OPEB Benefits:</u>	Other Post Employment Benefits. Generally, medical, dental, prescription drug, life, long-term care or other postemployment benefits that are not pension benefits.
<u>OPEB Expense:</u>	This is the amount employers must recognize as an expense each year. The annual OPEB expense is equal to the Service Cost plus interest on the Total OPEB Liability (TOL) plus change in TOL due to plan changes minus projected investment income; all adjusted to reflect deferred inflows and outflows of resources.
<u>Participation Rate:</u>	The proportion of retirees who elect to receive retiree benefits. A lower participation rate results in lower service cost and a TOL. The participation rate often is related to retiree contributions.

## Total Compensation Systems, Inc.

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<u>Pay As You Go Cost:</u>	The projected benefit payments to retirees in a given year as estimated by the actuarial valuation. Actual benefit payments are likely to differ from these estimated amounts. For OPEB plans that do not pre-fund through an irrevocable trust, the Pay As You Go Cost serves as an estimated amount to budget for annual OPEB payments.
<u>Retirement Rate:</u>	The proportion of active employees who retire each year. Retirement rates are usually based on age and/or length of service. (Retirement rates can be used in conjunction with the service requirement to reflect both age and length of service). The more likely employees are to retire early, the higher service costs and actuarial accrued liability will be.
<u>Service Cost:</u>	The annual dollar value of the “earned” portion of retiree health benefits if retiree health benefits are to be fully accrued at retirement.
<u>Service Requirement:</u>	The proportion of retiree benefits payable under the OPEB plan, based on length of service and, sometimes, age. A shorter service requirement increases service costs and TOL.
<u>Total OPEB Liability (TOL):</u>	The amount of the actuarial present value of projected benefit payments attributable to participants’ past service based on the actuarial cost method used.
<u>Trend Rate:</u>	The rate at which the employer’s share of the cost of retiree benefits is expected to increase over time. The trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher service costs and TOL.
<u>Turnover Rate:</u>	The rate at which employees cease employment due to reasons other than death, disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce service costs and TOL.
<u>Valuation Date:</u>	The date as of which the OPEB obligation is determined by means of an actuarial valuation. Under GASB 74 and 75, the valuation date does not have to coincide with the statement date, but can’t be more than 30 months prior.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 06, 2021

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

### **Approval of Amendment #1 to Agreement #19-201 with Merrill Educational Center (DeGenna/Jefferson)**

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At the Board Meeting of April 1, 2020, the Board of Trustees ratified Agreement #19-201 with Merrill Educational Center, in the amount of \$121,600.00, for student #ML110406, to provide a program of instruction which is consistent with the pupil's individual educational plan.

Amendment #1, in the amount of \$76,000.00, is required to cover the student's attendance through June 2022, for a new total agreement amount of \$197,600.00.

#### **FISCAL IMPACT:**

\$76,000.00 – 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 Amendment #1 to Agreement #19-201 with Merrill Educational Center.

#### **ADDITIONAL MATERIALS:**

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

[Agreement #19-201, Merrill Educational Center \(2 Pages\)](#)

**Amendment #1 to Agreement #19-201 with  
Merrill Educational Center  
October 6, 2021**

At the Board Meeting of April 1, 2020, the Board of Trustees ratified Agreement #19-201 with Merrill Educational Center, in the amount of \$121,600.00, for student #ML110406, to provide a program of instruction which is consistent with the pupil's individual educational plan.

Amendment #1, in the amount of \$76,000.00, is required to cover the student's attendance through June 2022, for a new total agreement amount of \$197,600.00.

**MERRILL EDUCATIONAL CENTER:**

By: \_\_\_\_\_  
Lynne M. Merrill

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

**OXNARD SCHOOL DISTRICT:**

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

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

**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 2019-2020 fiscal year and the fiscal year of 2020/2021, 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 \$7,600.00 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 2019-2020 fiscal year and the fiscal year of 2020/2021.

ML110406

Student name: \_\_\_\_\_

District signature: Lisa A. Franz  
Lisa A. Franz, Director, Purchasing

Date: 4-13-2020

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 06, 2021

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

### **Approval of Agreement/MOU #21-118 – Project Understanding (DeGenna/Nocero)**

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Project Understanding will provide free after-school tutoring services to students in K-5th grade during the 2021-2022 academic year.

**Term of Agreement: October 7, 2021 through June 30, 2022**

#### **FISCAL IMPACT:**

No charge to the Oxnard School District.

#### **RECOMMENDATION:**

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-118 with Project Understanding.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #21-118, Project Understanding \(2 Pages\)](#)  
[Certificate of Insurance \(1 Page\)](#)

## Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into by and between the **Project Understanding** (Provider) and the **Oxnard School District** (OSD) for tutoring services.

### 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 interagency services to OSD students and families.

### Memorandum of Understanding Timeline:

The MOU is effective October 7, 2021 and will extend through June 30, 2022

### Memorandum of Understanding and Description of Services:

#### Provider agrees to the following:

1. Work in partnership with OSD to identify students and families who can benefit from services by the Provider
2. Provide free after-school tutoring services to students in K- 5<sup>th</sup> grade at designated times and at the Provider's facility
3. Be responsible for safeguarding participant (student) information in compliance with Title 42 Code of Federal Regulations, Part 22 as well as health Insurance Portability and Accountability Act (HIPPA) standards.
4. Ensure that Provider's employees/volunteers have completed an appropriate background check, including fingerprinting/live scan and testing for TB at their cost prior to beginning the program. Project Understanding will be responsible for ensuring that all program staff have proper clearance to work with children and have cleared a TB test.
5. Be responsible for directly supervising all students and staff. Provider further agrees that no OSD student will be left alone with one of the Provider's staff.
6. Provide representation at meetings convened by OSD to review the program.
7. Comply with all policies of OSD.
8. Provider reserves the right to withdraw any employee or volunteer at Provider's discretion.
9. Provide OSD with a certificate of insurance (general liability and workman's comp) naming OSD as "additionally insured"
10. All flyers of written information given to parents by Project Understanding must include the following statement: "This service is not provided, sponsored by or endorsed by the Oxnard School District".

**Oxnard School District agrees to the following:**

1. Work in partnership with Project Understanding to identify students and families who can benefit from services by the Provider
2. Serve as administrator for services for OSD students and families by communicating with Project Understanding administration regarding program services.
3. Communicate student directory information to Provider through the referral process, upon receipt of signed parent permission to release this information
4. Provide referrals to Provider for students identified as needing additional tutoring services.
5. Provide information about Provider and offered programs as appropriate to students and families.
6. These tutoring services will be at no cost to the Oxnard School District.

**Termination:** Either party may terminate this MOU without cause upon thirty (30) days written notice.

**Authorized Approval:**

**PROJECT UNDERSTANDING:**

**OXNARD SCHOOL DISTRICT:**

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

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

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

**Title:** Director, Purchasing \_\_\_\_\_

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

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



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 06, 2021

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

### **Approval of Agreement #21-119, Panorama Education (DeGenna/Nocero)**

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Panorama Education will provide a web-based assessment and data system that identifies student needs within the realm of social and emotional learning. Panorama Surveys helps schools and districts collect valid and reliable feedback about a wide range of topics that matter most – from engagement and communication, to school climate and culture. Panorama for Social-Emotional Learning helps educators understand students’ SEL – the skills and mindset that enable students to succeed in school and in life – with research-backed measures and actionable data reports.

Panorama Student Success provides a complete picture of every student’s academics, attendance, behavior, and social-emotional learning (SEL) progress in school.

**Term of Agreement: October 10, 2021 through June 30, 2023**

#### **FISCAL IMPACT:**

Not to exceed \$291,001.00 – General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-119 with Panorama Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement-Service Order #21-119, Panorama Education \(9 Pages\)](#)  
[Certificate of Insurance \(1 Page\)](#)

## PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Oxnard School District	<i>Company Name</i>	Panorama Education
<i>Primary Contact, Title</i>	Dr. Anabolena DeGenna, Assistant Superintendent, Educational Services	<i>Primary Contact, Title</i>	Diana Lay, Account Director
<i>Billing / Payment Address</i>	1051 South A Street	<i>Billing Address</i>	24 School Street, 4 <sup>th</sup> Floor
<i>City / State / Zip</i>	Oxnard, CA 93030	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	adegenna@oxnardsd.org	<i>Email</i>	dlay@panoramaed.com
<i>Phone</i>	805-385-1501	<i>Phone</i>	617-925-5749
<i>Billing Contact</i>	Mayte Duenez		
<i>Billing Email Address</i>	accountspayable@oxnardsd.org		
(1) Description of Services and (2) Fees			
Description of Services		Fees	
<b><u>Annual Licenses:</u></b>		<b><i>Effective Date:</i></b>	10/10/2021
<b>Panorama Student Success and Social-Emotional Learning: Platform License Fee</b> Access to Panorama Student Success Platform and Support (as defined in the Terms and Conditions) for 16,000 students:		<b><i>Contract Term:</i></b> <i>(From Effective Date)</i>	<u>20 Months</u> OR through 6/30/2023
<ul style="list-style-type: none"> <li>Dashboards and reporting for teachers, student support staff, school administrators, and district administrators</li> <li>Panorama's social-emotional learning survey or screener for students and staff</li> <li>Includes survey administration, analysis, and reporting</li> <li>Ongoing integration of Aequitas (Q &amp; MISTAR) &amp; standard filters into Student Success platform. Includes behavior, attendance, coursework, rosters, and demographics</li> <li>Intervention tracking</li> </ul>		<b><i>12-Month License Fee:</i></b> <i>(10/10/21 through 10/9/2022)</i>	\$150,200
		<b><i>8-Month License Fee:</i></b> <i>(10/10/2022 through 6/30/2023)</i>	\$100,134
<b>Panorama Teacher and Staff Surveys and Adult SEL: Platform License</b>		<b><i>Subtotal License Fee Over Contract Term:</i></b> <i>(10/10/21 through 6/30/2023)</i>	\$250,334

# PANORAMA EDUCATION – SERVICE ORDER



<p>Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.</p> <ul style="list-style-type: none"> <li>Teacher/staff surveys</li> </ul>	<p><i>12-Month Project Management:</i> <i>(10/10/21 through 10/9/2022)</i></p>	<p>\$4,000</p>
<p><b>Panorama Family Surveys: Platform License</b> Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.</p> <ul style="list-style-type: none"> <li>Family surveys</li> </ul>	<p><i>8-Month Project Management:</i> <i>(10/10/2022 through 6/30/2023)</i></p>	<p>\$667</p>
<p><b>Technical Support</b> Includes dedicated Client Success Manager who will work with the client's main point of contact to execute a successful implementation.</p> <ul style="list-style-type: none"> <li>Manage setup and configurations</li> <li>Platform maintenance</li> <li>End user email support</li> <li>Online resources</li> <li>Data integration</li> </ul>	<p><b>Subtotal Project Management Over Contract Term:</b> <i>(10/10/21 through 6/30/2023)</i></p>	<p>\$4,667</p>
<p><b>Professional Development</b> Includes prep and digital access to materials:</p> <ul style="list-style-type: none"> <li>3 consultative data inquiry and action planning workshops for up to 4 cohorts (total of 12 90-minute sessions)</li> </ul>	<p><i>Professional Development:</i> <i>(10/10/2021 through 6/30/2023)</i></p>	<p>\$18,000 / year</p>
	<p><b>Subtotal Professional Development Over Contract Term:</b> <i>(10/10/21 through 6/30/2023)</i></p>	<p>\$36,000</p>
	<p><b>12-Month Total:</b> <i>(10/10/21 through 10/9/2022)</i></p>	<p>\$172,200</p>
	<p><b>8-Month Total:</b> <i>(10/10/2022 through 6/30/2023)</i></p>	<p>\$118,801</p>
	<p><b>Total Over Contract Term:</b> <i>(10/10/21 through 6/30/2023)</i></p>	<p>\$291,001</p>

### (3) Agreement

The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO") and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms").

### (4) Supplemental Terms and Conditions (if any)

### Authorization

By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.

# PANORAMA EDUCATION – SERVICE ORDER



Client Signature:	Print Name, Title: <b>Lisa A. Franz</b> <b>Director, Purchasing</b>	Date:
Panorama Signature:	Print Name, Title:	Date:



## BACKGROUND

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians (“Platform”). The client named on the Service Order attached hereto (“Client”) and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, (“SO”), these terms (“Terms” and collectively with the SO, “Agreement”). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

## 1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to this Agreement, Panorama hereby grants Client (including Client’s students, employees, and parents and authorized guardians of Client’s students, all as applicable and described in the relevant SO, (“Authorized Users”)), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client’s use, in accordance with applicable laws and regulations and the Platform’s intended uses as communicated to Client by Panorama.

1.2 Limitations. Except as expressly permitted in the Agreement, Client will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove

or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3 Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama’s activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client’s activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual’s information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations (“FERPA”) and the Protection of Pupil Rights Act and its implementing regulations (“PPRA”). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children’s Online Privacy Protection Act (“COPPA”)) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

## 2 INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1 Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, (“Client PII”) and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, (“Non-PII” and together with PII “Client Data”). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama’s obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII to create aggregated, non-personally identifiable data sets (“Blind Data”) and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research; and (iii) perpetual, irrevocable right and license to copy, distribute, display, create

derivative works of and use Non-PII, for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Intellectual Property. Panorama retains all right, title and interest in and to the Platform, including but not limited to learning content, teaching materials, survey questions, underlying research and methodologies (by whomever produced except to the extent Client produced such material), all copies and parts of any of the foregoing, and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to: (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at <https://www.panoramaed.com/privacy>.

2.5 Data Security and Privacy.

1. (a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

2. (b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

3. (c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

4. (d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

### 3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2 Taxes; Tax Exemption. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims

it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

## 4 TERM, TERMINATION

4.1 Term. The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO ("Term").

4.2 Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3 Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

## 5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data that is not Client PII, regardless of whether it is in tangible form, disclosed by either party ("Disclosing Party") that Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party ("Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to

Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that certain Confidential Information may constitute valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Upon Disclosing Party's written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party's Confidential Information, and all embodiments thereof, that is in Receiving Party's possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

## 6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN “AS-IS” BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY’S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

## 7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT’S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY’S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY’S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7

7.4 AND 7.5 BELOW, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT’S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY’S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY’S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY’S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client (“Client Indemnified Parties”) harmless from settlement amounts and damages, liabilities, penalties, costs and expenses (“Liabilities”) that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys’ fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party’s copyright or results in a

misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party ("Indemnifying Party") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

## 8 GENERAL

8.1 International. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8.2 Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.3 Publicity. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.4 Assignment. Neither party may assign the Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void.

8.5 Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.6 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure

caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof) ("Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate the Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

8.7 Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.8 Agreement. Both parties agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term

or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.9 Notices. All notices under the Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

5.



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 06, 2021

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

**Approval of Agreement/MOU #21-122 – Parker-Anderson Enrichment-Central LA (DeGenna/Shea)**

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Parker-Anderson Enrichment-Central LA will provide three sets of six-week sessions – fall, winter, spring – of enrichment at 20 schools in the Oxnard School District. The enrichment varies from Fashion Design, STEAM, Dinosaurs, Photography, Chess, Robotics, Architecture, Coding, Marine Biology, Chemistry, and many other topics.

**Term of Agreement: October 8, 2021 through June 30, 2022**

**FISCAL IMPACT:**

Not to exceed \$460,00.00 – ASES

**RECOMMENDATION:**

It is the recommendation of the Director, Enrichment & Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-122 with Parker-Anderson Enrichment-Central LA.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-122, Parker Anderson Enrichment-Central LA \(1 Page\)](#)  
[Certificate of Insurance \(4 Pages\)](#)

AGREEMENT BETWEEN PARKER ANDERSON ENRICHMENT-CENTRAL LA AND OXNARD SCHOOL DISTRICT

The scope of this document is to define the roles and responsibilities of Parker Anderson Enrichment-Central LA (Consultant) in providing virtual STEAM lessons and activities for 20 elementary Schools in the Oxnard School District (OSD). The purpose is to provide Parker Anderson's STEAM Academy activities for the students at these schools.

This serves as a Memorandum of Understanding and Responsibility Agreement that Parker Anderson Enrichment-Central LA and Oxnard School District will work together toward promoting and providing age-appropriate STEAM activities for the students enrolled in OSD elementary schools. Both the consultant and OSD, according to its defined rolls, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

- 1) Parker Anderson Enrichment-Central LA agrees to:
  - A) Provide Coding, Chess, Robotics, Architecture lessons from established curriculum
  - B) Provide Marine Biology, Chemistry and Jurassic DinoWorld lessons from established curriculum
  - C) Provide Public Speaking and Debate classes, Fashion Design Classes, Culinary classes from established curriculum.
  - D) Certify that presenters have been fingerprinted and TB tested and are fully vaccinated for COVID-19
  - E) Carry insurance that conforms to the district requirements for liability, workers compensation, abuse and molestation.
  - F) Para Educator qualified.
  
- 2) Oxnard School District agrees to:
  - A) Compensate Parker Anderson Enrichment-Central LA for individual classes: 3 separate 6 week sessions at 20 schools with 1 instructor teaching at each school daily.
  - B) Each 6-week session is 480 classes at the discounted rate of \$300 per class or \$144,000.00 per 6-week session. 3 (6 week sessions at 20 schools = \$432,000.00)
  - C) Compensate Parker Anderson-Central LA for an additional 93 classes at a rate of \$300 per class or \$28,000.00 as needed.
  - D) Contract not to exceed \$460,000.00

This Memorandum of Understanding and Responsibility shall be effective upon signature and implemented from October 8, 2021-June 30, 2022.

For the Oxnard School District:

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

For Parker Anderson Enrichment – Central LA:

Lisa Nadasdy

Lisa Nadasdy/Owner, Director, 661 803-5135 (cell), 310 844-6996 (office)



**UNITED STATES LIABILITY INSURANCE GROUP  
WAYNE, PENNSYLVANIA**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**BLANKET ADDITIONAL INSURED ENDORSEMENT**

**Section II – Who Is An Insured** is amended to include as an insured any person(s) or organization(s) who you are required to add as an additional insured under written contract(s), written permit(s) or written agreement(s), that require such person(s) or organization(s) to be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” occurring after the effective date of such written contract(s), written permit(s) or written agreement(s) that is caused, in whole or in part by:

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

**EXCLUSIONS**

There is no coverage under this endorsement for loss or expense, including but not limited to the cost of defense for “bodily injury”, “property damage” or “personal and advertising injury” occurring:

- (1) After all of “your work”, including materials, parts or equipment furnished in connection with “your work” and performed under the above referenced written contract(s), written permit(s) or written agreement(s) has ended; or
- (2) When that portion of “your work” out of which the “bodily injury”, “property damage” or “personal and advertising injury” arises and performed under the above referenced written contract(s), written permit(s) or written agreement(s) has been put to its intended use by any person(s) or organization(s);

whichever occurs first.

Coverage is not provided for “bodily injury”, “property damage” or “personal and advertising injury” arising out of the sole negligence of an additional insured under this endorsement.

Coverage provided by this endorsement will be excess over any insurance available to any additional insured under this endorsement unless a written contract(s), written permit(s) or written agreement(s) specifically requires that coverage under this endorsement is primary.

All other terms and conditions of this policy remain unchanged. This endorsement is a part of your policy and takes effect on the effective date of your policy unless another effective date is shown.





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

**WAIVER OF OUR RIGHT TO RECOVER FROM  
OTHERS ENDORSEMENT - CALIFORNIA**

**Policy Number:** 22 WEC AH5RC1

**Endorsement Number:**

**Effective Date:** 08/31/21

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** Parker-Anderson Enrichment Central LA

16526 ARMINTA ST  
VAN NUYS CA 91406

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

**SCHEDULE**

**Person or Organization**

**Job Description**

Any person or organization for whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by Deanna Franzen  
Authorized Representative

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** October 06, 2021

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

### **Ratification of Amendment #1 to Agreement #19-01 with Tyler Technologies Inc. (Quinto/Briscoe)**

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At the Board meeting of March 20, 2019, the Board of Trustees approved Agreement #19-01 with Tyler Technologies Inc., for a 3-year total of \$51,992.50, to provide a hosted Pupil Transportation Data Management System, Traversa Core, for dispatching, field trips, fleet services, communication, and routing and planning. Traversa Core's functionality includes bus routing, fleet maintenance and work orders, entity management (students, vehicles, and employees), messaging and alerts, planning and operations, and reporting. It is designed to help build and design efficient and cost-effective routes to transport students to and from school on time and on budget. It will empower the department to bridge the silos of information between school sites, teacher, staff, parents/guardians, and students with integrated software designed specifically for school districts.

Amendment #1, in the amount of \$7,861.67, will add an Electronic Rollout Sheet for the term of the agreement, ensuring all vehicle and driver information is accurate and up to date for Traversa Ride 360. A mobile app for Apple and Android devices allows parents and students to access their secure data for bus stop location, route, and pick up time. Utilizing GPS, Ride 360 can use the GPS geolocation to let users know when to expect their bus each day, for a new total agreement amount of \$59,854.17.

#### **FISCAL IMPACT:**

\$7,861.67 - General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Director, Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-01 with Tyler Technologies Inc.

#### **ADDITIONAL MATERIALS:**

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

[Agreement #19-01, Tyler Technologies Inc. \(24 Pages\)](#)

AMENDMENT #1 TO OSD AGREEMENT #19-01

AMENDMENT

This amendment (“Amendment”) is made this 6th day of October 2021 by and between Tyler Technologies, Inc. with offices at 11 Cornell Road, Latham, New York 12110 (“Tyler”) and Oxnard School District with offices at 1051 South A Street, Oxnard, CA 93030 (“Client”).

WHEREAS, Tyler and the Client are parties to a Software as a Service (“SaaS”) agreement dated October 11, 2019 (“Agreement”); and

WHEREAS, Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The initial term set forth in Section F(1) of the Agreement is hereby extended through June 30, 2023.
2. Client desires to amend the Invoicing and Payment Terms to align with the June 30<sup>th</sup> end date. Therefore, Tyler will invoice Client in advance of December 1, 2021 for pro-rated SaaS fees for Traversa Core SaaS, Traversa Advanced Activity Trips SaaS and Traversa Ride 360 SaaS” of \$7,380.63 for the time period commencing on December 1, 2021, and ending on June 30, 2022. Thereafter, Client will remit \$12,652.50 for annual SaaS fees on or before July 1, 2022 for the year three (3) term. Upon expiration of the initial term, the term will renew in accordance with the Agreement.
3. The products and services in Exhibit 1 (“Investment Summary”) are hereby added to the agreement.
4. In exchange for the SaaS and Services fees set forth in the Investment Summary, Tyler shall host at Tyler’s data center and make available to Client the Tyler Software Products set forth in the Investment Summary licensed by Client (“Licensed Modules”).
5. Payment of fees added to the Agreement pursuant to this Amendment shall be as follows:
  - a. Tyler will invoice Client for pro-rated SaaS fees for “Traversa Electronic Rollout Sheet SaaS” of \$2,429.17 on the first day of the month following connectivity to the software, which cover the period commencing the first day of the month following connectivity to the software through June 30, 2022;
  - b. Client will remit \$2,650.00 for annual SaaS fees on or before July 1, 2022 for the year two (2) term;
  - c. Client will remit \$2,782.50 for annual SaaS fees on or before July 1, 2023 for the year three (3) term;
  - d. Subsequent annual SaaS fees, at Tyler’s then-current rates, shall be due annually thereafter on or before July 1;
  - e. Fees for Services of \$700.00 will be invoiced as incurred; and
  - f. Payment is due within thirty (30) days of the invoice date.
6. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
7. The terms and conditions of the Agreement shall remain in full force and effect except as modified by the terms, and attachments, of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

Oxnard School District

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

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

Name: \_\_\_\_\_

Name: Lisa A. Franz

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

Title: Director, Purchasing

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

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

**Exhibit 1a: Software Investment Summary for Oxnard School District**  
*prices are valid until October 10 2021*

<b>Software as a Service</b>	<b>Quantity</b>	<b>Price</b>	<b>Extended</b>	<b>Through 6/30/22</b>	<b>7/1/22- 6/30/23</b>	<b>7/1/23- 6/30/24</b>	
Traversa Electronic Rollout Sheet provided as SaaS for up to 70 vehicles	1	\$2,650.00	\$2,650.00	\$2,429.17	\$2,650.00	\$2,782.50	USD
Traversa Reporting Tool provided as SaaS for up to 70 vehicles	1	inc.	inc.	inc.	inc.	inc.	USD
<b>Subtotal: Application Software Maintenance Fees</b>			<b>\$2,650.00</b>	<b>\$2,429.17</b>	<b>\$2,650.00</b>	<b>\$2,782.50</b>	<b>USD</b>
<b>Services</b>	<b>Quantity</b>	<b>Price</b>	<b>Extended</b>	<b>This Year Total</b>	<b>Year 2</b>	<b>Year 3</b>	
Additional training hours which can be used for (1),(2) :	4	\$175.00	\$700.00	\$700.00			USD
Additional Traversa Core Training							
Traversa Electronic Rollout Sheet Training							
<b>Subtotal: Application Services</b>			<b>\$700.00</b>	<b>\$700.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>USD</b>
<b>Total One-Time Fees:</b>				<b>\$3,129.17</b>			<b>USD</b>
<b>Total Recurring Fees **:</b>					<b>\$2,650.00</b>	<b>\$2,782.50</b>	<b>USD</b>

\*\* Subject to annual increase after Year 3

<sup>1</sup> Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs

<sup>2</sup> Training Classes are limited to 5 persons and are delivered in 2 hour increments

Quote prepared on July 12, 2021

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



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Client"** means Oxnard School District.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the first day of the first month following connectivity to the software.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit E.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“Defined Vehicles”** means the number of vehicles identified in the Investment Summary for which Client is authorized to use the Tyler Software for routing, avl, field trips and other related K12 transportation activities.
- **“White Fleet Vehicles”** means the number of vehicles which are not used for routing, avl, field trips or other related K12 transportation activities for which Client is authorized to use the Tyler Software and is calculated by subtracting fifty percent (50%) from number of the Defined Vehicles. White Fleet Vehicles have reduced functionality and use the Tyler Software.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. **Rights Granted.** We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Vehicles only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. **SaaS Fees.** You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Vehicles. You are permitted to exceed the number of licensed vehicles by twelve percent (12%) solely for the purpose of setting up spare vehicles. At no time may you actively use more than the number of vehicles licensed. You may exceed the number of Defined Vehicles by up to 50% only for the purpose of setting up White Fleet Vehicles, without paying additional SaaS fees.
3. **Ownership.**
  - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
  - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
  - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we

do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.
6. SaaS Services.
  - 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
  - 6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.
  - 6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
  - 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
  - 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the

event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

## **SECTION C – OTHER PROFESSIONAL SERVICES**

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that where the fees shown in the Investment Summary are based on an estimated number of hours or days of work to be performed, that these amounts are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you, but we will not exceed any amount without first obtaining your permission. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and Exhibit D – Work Responsibilities describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, computer network, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other implementation obligations, including, without limitation, those set forth in Exhibit D (“Work Responsibilities”). This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
  - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
  - 8.2 provide telephone support during our established support hours;
  - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software, in order to provide maintenance and support services;
  - 8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
  - 8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use GoToAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative

privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services, unless otherwise mutually agreed by the parties in writing: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

9. Expiration of Services. Training services for which payment has been made that are not used prior to twenty-four (24) months from the Effective Date of the Agreement shall expire without refund or credit of fees paid to Client.

#### **SECTION D - INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section D(2).
2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

#### **SECTION F – TERM AND TERMINATION**

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following connectivity to the software (the Effective Date), unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for up to two (2) additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. In no event will this agreement renew beyond 5 years from the Effective Date. In no event shall fees paid by Client under this Agreement exceed \$90,000. Your right to access or use the Tyler Software and the

SaaS Services will terminate at the end of this Agreement.

2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
  - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
  - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
  - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us, however, you agree not to substitute a similar service to fill the same need provided by us hereunder for a period of time equal to the duration of the initial term if this Agreement is terminated or not renewed solely due to lack of appropriations. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.
  - 2.5 **Fees for Termination without Cause during Initial Term.** If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:
    - a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 75% of the SaaS Fees then due for the remainder of the initial term;
    - b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 50% of the SaaS Fees then due for the remainder of the initial term; and
    - c. if you terminate during the third year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term.

## **SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. **Intellectual Property Infringement Indemnification.**

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
  - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
  - 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent.
2. General Indemnification.
- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
  - 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

#### **SECTION H – GENERAL TERMS AND CONDITIONS**

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
  - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
  - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
- Exhibit C Service Level Agreement  
Schedule 1: Support Call Process
- Exhibit D Work Responsibilities  
Schedule 1: Traversa Work Responsibilities
- Exhibit E Third Party Terms  
Schedule 1: HERE End User Terms
- Exhibit F Student Data Privacy Agreement

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Oxnard School District

By: 

By: 

Name: Theodore J. Thien

Name: Lisa A. Franz

Title: VP and General Manager, Versatrans

Title: Director, Purchasing

Date: March 5, 2019

Date: 10-11-19

Address for Notices:

Address for Notices:

Tyler Technologies, Inc.  
One Tyler Drive  
Yarmouth, ME 04096  
Attention: Chief Legal Officer

Oxnard School District  
1051 South A Street  
Oxnard, CA 93030  
Attention: Superintendent



## Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

*prices are valid until June 3 2019*

1. Software	Quantity	Price	Extended Price	This Year Total	Year 2	Year 3
<b>Subtotal: Application Software License Fees</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
2. Software as a Service	Quantity	Price	Extended	This Year Total	Year 2	Year 3
Traversa Core provided as SaaS for up to 90 vehicles	1	\$5,750.00	\$5,750.00	\$5,750.00	\$5,750.00	\$6,037.50
Traversa Advanced Activity Trips provided as SaaS for up to 90 vehicles	1	\$3,150.00	\$3,150.00	\$3,150.00	\$3,150.00	\$3,307.50
Traversa Ride 360 provided as SaaS for up to 90 vehicles	1	\$3,150.00	\$3,150.00	\$3,150.00	\$3,150.00	\$3,307.50
Traversa Ride 360 Parent App provided as SaaS for up to 90 vehicles	1	inc.	inc.	inc.	inc.	inc.
<b>Subtotal: Application Software Maintenance Fees</b>			<b>\$12,050.00</b>	<b>\$12,050.00</b>	<b>\$12,050.00</b>	<b>\$12,652.50</b>
3. Services	Quantity	Price	Extended	This Year Total	Year 2	Year 3
Traversa Core Implementation	1	\$14,190.00	\$14,190.00	\$14,190.00		
-- includes online training						
Ventura Map, Source: local GIS	1	inc	\$0.00	inc		
Additional Maps: (none are included with this quote)						
Additional training hours which can be used for (1),(2) :	6	\$175.00	\$1,050.00	\$1,050.00		
Additional Traversa Core Training						
Traversa Advanced Activity Trips Training						
Traversa Ride 360 Training						
Run building services are not included						
<b>Subtotal: Application Services</b>			<b>\$15,240.00</b>	<b>\$15,240.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Total One-Time Fees:** **\$27,290.00**  
**Total Recurring Fees \*\*:** **\$12,050.00 \$12,652.50**

\*\* Subject to annual increase after Year 3; provided that, in no event shall the Term of the Agreement exceed 5 years or fees for all services rendered to District during the Term exceed \$90,000.

<sup>1</sup> Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs

<sup>2</sup> Training Classes are limited to 5 persons and are delivered in 2 hour  
Run building services are not included

Quote prepared on March 05, 2019

Ver. Combi:06-21-18

*Lisa A. Franz* 10-11-19  
 \_\_\_\_\_  
 Signature



## Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
  - 2.1 *Implementation and Other Professional Services:* Implementation services are billed and invoiced as follows, at the rates set forth in the Investment Summary: (a) 80% when the map is available to you in Tyler's data center; (b) 20% upon completion of implementation.
  - 2.2 *Other Professional Services:* Other professional services, such as route building, project management, consulting, additional product training, hardware installation, additional maps, and self-installation training, are billed and invoiced as delivered.
3. **Expenses.** The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.  
420 Montgomery  
San Francisco, CA 94104  
ABA: 121000248  
Account: 4124302472  
Beneficiary: Tyler Technologies, Inc. – Operating



## Exhibit C

# SERVICE LEVEL AGREEMENT

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Attainment:* The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

*Service Availability:* The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

### III. **Service Availability**

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

#### b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and

support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

**IV. Applicability**

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

**V. Force Majeure**

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



**Exhibit C  
Schedule 1  
Support Call Process**

**Support Channels**

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

*Support Resources*

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – [www.tylertech.com](http://www.tylertech.com) – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

**Support Availability**

Tyler Technologies support is available during the following hours:

All Year	7:30am-7:00pm EST Monday-Friday
August	9:00am-3:00pm EST Saturday

Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

## Issue Handling

### *Incident Tracking*

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

### *Incident Priority*

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

#### *Incident Escalation*

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

#### *Remote Support Tool*

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



**Exhibit D**  
**Schedule 1**  
**Traversa Work Responsibilities**

Mapping

Tyler will provide Client access in Tyler's data center to a digitized map covering the area of the district, and essential roadways outside of the district commonly traveled for in-district students. Client will supply contact information for local GIS agency if available.

Student File Preparation

Tyler will train Client on the ASCII file layout as needed by the Client. During the import process, the student data will pass through a location process in the software.

Editorial Responsibilities

Tyler may periodically require Client to review district data. The timely and accurate review of this data is critical. Client will cause its employees or agents to perform the editing functions timely, accurately and to the best of their ability, and will notify Tyler when corrections are final. The information and data approved following the periodic review stages are the sole responsibility of Client. Alterations later requested or necessary which could have been made as part of this editing process are available in accordance with Section 7 of this Agreement. Tyler shall not be responsible for any failure to meet a written production schedule to the extent such failure is due, in whole or in part, to Client's failure to perform its work responsibilities timely and accurately.

Training

During the course of the Client implementation, Tyler will provide training in the use of the Tyler Software Products (the "Training"). Up to five (5) Client employees may attend the Training. Implementation Training is delivered on-line on weekdays, unless the parties agree to other arrangements. Should on-site Training be requested, travel expenses will be charged in accordance with our then-current Business Travel Policy (available upon request). It is understood that the effectiveness of Training depends upon continuous attendance by all trainees, minimum interruptions, and the availability of one or more Client computers connected to Tyler's data center.

Training does not include installation services such as disk formatting, installing operating systems, installing hardware, installing non-Tyler software, equipment repairs or adjustment, or training in the use of Windows, local area networks, peer-to-peer networks, or communications software. Such services must be performed internally or obtained from third parties.



**Exhibit E  
Schedule 1  
HERE End User Terms**

Your receipt and use of the HERE data is subject to the following terms and conditions:

Use of Data. Your use of the HERE data is restricted to your own use for use with the Tyler Software. You are prohibited from using the HERE data with geographic data from competitors of HERE.

Reverse Engineering and Archiving. You are prohibited from reverse engineering or archiving the HERE data.

Export. You are prohibited from exporting the HERE data (or derivative thereof) except in compliance with applicable export laws, rules and regulations.

Cessation of Use. You will be required to cease using the HERE data if you fail to comply with the terms and conditions herein.

Regulatory and Third-Party Supplier Restrictions and Obligations. The applicable regulatory and third-party supplier restrictions and obligations (including copyright notices) are available for review at <https://legal.here.com/en-gb/terms/general-content-supplier-terms-and-notice>.

Commercial Item. The HERE data is a "commercial item", as that term is defined at 48 C.F.R. ("FAR") 2.101, and is licensed in accordance with the terms and conditions herein.

Disclaimer of Warranties. Any warranties, express or implied of quality, performance, merchantability, fitness for a particular purpose and non-infringement are hereby disclaimed. Tyler does not make or imply any warranties on behalf of HERE or its data suppliers.

Disclaimer of Liability. Liability is hereby disclaimed for any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action arising out of the use or possession of the HERE data; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special or consequential damages arising out of the use of, or inability to use the HERE data, any defect or inaccuracy in the HERE data, or the breach of these terms or conditions, whether in an action in contract or tort or based on a warranty, even if Tyler, HERE or their suppliers have been advised of the possibility of such damages. Tyler does not provide any right of liability or indemnity against HERE or its data suppliers.

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**EXHIBIT F**  
**STUDENT DATA PRIVACY AGREEMENT**  
(Compliance with Student Privacy Laws including California Education Code § 49073.1)

This California Student Data Privacy Agreement (“SDPA”) is entered into between Tyler Technologies, Inc. (“Tyler”) and Oxnard School District (“Client”) and shall be and remain in effect concurrently with the Software as a Services Agreement between Tyler and Client (“Software Agreement”) to which it is attached.

**WHEREAS**, Client is a California public school district subject to all state and federal laws governing education, including but not limited to the (i) Children’s Online Privacy Protection Act (“COPPA”), 15 U.S. 6501; (ii) Federal Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. section 1232g, 34 C.F.R. Part 99; (iii) Student Online Personal Information Protection Act (“SOPIPA”), California Business and Professions Code section 22584; and (iv) California Assembly Bill 1584, codified at California Education Code Section 49073.1 (“AB 1584”, and together with FERPA, COPPA, SOPIPA and all other applicable student privacy laws, the “SDPA Laws”);

**WHEREAS**, Tyler has agreed to provide Client the services described in the Software Agreement and Exhibits thereto, including but not limited to Exhibit A – Investment Summary and, to provide said services, Tyler will receive and manage certain information pertaining to Client’s students that is subject to, and protected by the SDPA Laws;

**WHEREAS**, Client and Tyler desire that the Software Agreement and the services provided by Tyler thereunder shall comply with applicable SDPA Laws including, specifically, the applicable requirements of the AB 1584 and FERPA and are entering into this SDPA to that effect.

**NOW, THEREFORE**, the Parties agree as follows:

1. The terms and conditions of the Software Agreement and Exhibits thereto are incorporated herein by reference. If there is any conflict between any provision of the Software Agreement and this SDPA concerning Pupil Records, this SDPA shall control.
2. SDPA Definitions

“PII” means personally identifiable information and includes any data that could potentially identify a specific individual, whether a student, parent, teacher, legal guardian or any other individual, such as metadata, records, and user-generated content.

“Pupil Records” means any item of information directly related to a pupil that is maintained by the local educational agency and information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational agency employee.

“School Official” for the purposes of this SDPA and the Software Agreement, and pursuant to 34 CFR 99.31(a)(1)(i)(B), means a contractor, such as Tyler, that (i) performs an institutional service or function that would otherwise be performed by an employee of Client, (ii) is under the direct control of Client with respect to the use and maintenance of student records, and (iii) is subject to FERPA requirements, 34 CFR 99.33(a) governing the use and re-disclosure of PII from Pupil Records. Thus, Tyler shall be considered a School Official under this SDPA.

“Student Data” means any information or data gathered by Tyler or provided by Client or its users, students or student’s legal guardians/parents, that is descriptive of any student, including but not limited to student’s first or last name, email, home address, social security number, telephone number, information allowing online contact, videos, photos, voice recordings, test results, special education

data, school attendance, disabilities, socioeconomic information, search activity or geolocation information. All Student Data constitute Pupil Records under this SDPA and the Software Agreement.

3. Term. This SDPA shall remain in effect while the Software Agreement is in effect and shall expire or terminate, as applicable, concurrently with the Tyler Software Agreement.
4. Student Data Ownership and Authorized Use/Access
  - a. Authorized Use / Ownership. Notwithstanding any other provision of the Software Agreement, Pupil Records are and remain the property of the Client; provided that, if there is any pupil-generated content, pupils may retain possession and control of their own pupil-generated content. Tyler shall only access and use Pupil Records for the purposes contemplated under the Software Agreement and in compliance with the provisions of applicable law. Tyler shall not use any PII to engage in targeted advertising or unlawful purposes.
  - b. Parent/Legal Guardian Access. Client shall provide reasonable access to parents, legal guardians and authorized Client personnel to review Student Data and correct erroneous information and implement changes, up to and including deletion of a student's profile or other Student Data from Tyler's system. Reasonable access may be limited to changes performed by Client if said changes are made within 5 business days of a request. Tyler shall make reasonable efforts to cooperate with Client in the event that Client cannot correct any erroneous information in Tyler's system after making reasonable efforts.
  - c. Confidentiality of Pupil Records. Notwithstanding any provision of the Software Agreement, confidentiality of Pupil Records shall be governed by this SDPA. To the fullest extent permitted by applicable law, if a third-party, other than Client or parent/legal guardian, and including law enforcement and government entities, contacts Tyler to request Student Data, Tyler shall redirect the third party to Client and shall inform said third party that only Client can provide said data/information. If Tyler receives a subpoena or other instrument intending to compel disclosure of Student Data, Tyler shall promptly notify the Client and shall reasonably cooperate with Client to address the situation.
    - i. Employees. Tyler shall take all actions necessary, including, to the extent Tyler deems necessary, training responsible individuals, to ensure the confidentiality of Pupil Records is maintained. Tyler understands that compliance with this requirement shall not in itself absolve Tyler of liability if an unauthorized disclosure or violation of this SDPA occurs.
    - ii. Non-Employees. If Tyler uses any non-employee (e.g., subcontractor, programmer or processor) to provide the services, it shall enter into written agreements with said non-employees to ensure they protect the confidentiality of Client information, including Student Data.
5. Notification and Privacy Compliance.
  - a. Notice of Unauthorized Disclosure. Tyler shall reasonably cooperate with Client staff to ensure that all parents, legal guardians and any eligible pupils affected by an unauthorized disclosure of Student Data or PII is notified in accordance with applicable SDPA Laws and procedures;
  - b. Privacy Compliance. Provider shall comply with all state and federal laws and regulations pertaining to student data privacy and security, including but not limited to the SDPA Laws cited herein to the extent applicable to its performance under the Software Agreement. Provider understands that such laws and regulations, to the extent applicable, may not be the only applicable laws.

- c. Disposition of Pupil Records Upon Termination. Tyler certifies that Pupil Records will not be retained by, or available to Tyler or any other non-employee upon termination of the Software Agreement. Upon termination of the Software Agreement for any reason, Tyler shall ensure that all Pupil Records and any other PII gathered during provisions of the services, are all returned to Client or destroyed following notice from Tyler clearly identifying such records. If pupil-generated content that is severable with commercially reasonable efforts from the services is created, Tyler shall, at Client's written request, transfer said content to a separate student account. The foregoing notwithstanding, Tyler reserves the right not to confirm deletion of certain Pupil Records, including pupil-generated content, or other PII upon termination of the Software Agreement only in the event destruction is commercially impracticable as determined by Tyler in its sole discretion and specifically confirmed via an express, signed writing to Client. Any such non-deleted information shall continue to be subject to Tyler's obligations to retain the confidentiality of such information so long as Tyler does not delete it.
6. Attachments. Tyler will provide Client each of the following applicable procedures and the Parties will number the Attachments appropriately (if no such attachment(s), indicate N/A):
- Attachment N/A** – Procedure for Parental Notification of Unauthorized Disclosure of Pupil Records
- Attachment N/A** – Procedure for Ensuring the Security and Confidentiality of Pupil Records
- Attachment N/A** – Procedure for Joint Compliance with FERPA – Non-Directory Information Disclosure
- Attachment N/A** – Procedure for Certification of Non-Retention of Pupil Records
7. Indemnification. The indemnity provision under Section 2.1 of the Software Agreement applies with equal force to the violation of any SDPA Laws or other laws applicable to Tyler's performance under the Software Agreement. This indemnification shall survive the termination of the Software Agreement.
8. Incorporation of Recitals and Attachments. The Recitals and each certification by Tyler and Attachment identified above are hereby incorporated by this reference to be given full force and effect as if fully set forth herein and in the Software Agreement.
9. The person(s) executing and delivering the Software Agreement on behalf of Tyler warrant(s) and represent(s) that he/she/they: (i) understand the requirements of law applicable to Student Data, including but not limited to the requirements set forth in this SDPA, (ii) have full power and authority to undertake the actions, commitments and obligations herein undertaken, and (iii) that by the execution and delivery of the Software Agreement, Tyler is bound to the terms hereof.

**IN WITNESS WHEREOF**, this SDPA is executed and delivered by virtue of the execution and delivery of the Software Agreement and shall be effective upon execution of the Software Agreement and while the Software Agreement remains in effect.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 06, 2021

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

### **Ratification of Amendment #1 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.

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.

#### **FISCAL IMPACT:**

\$30,400.00 - 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 Amendment #1 to Agreement #20-76 with Merrill Educational Center.

#### **ADDITIONAL MATERIALS:**

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

[Agreement #20-76, Merrill Educational Center \(4 Pages\)](#)

**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: \_\_\_\_\_

**OXNARD SCHOOL DISTRICT:**

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

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

**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:** October 06, 2021

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

### **Ratification of Amendment #1 to Agreement #20-158 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)**

---

At the Board meeting of May 5, 2021, the Board of Trustees ratified service agreements with Ventura County Office of Education (VCOE) for the 2020-2021 school year, to provide exceptional services to three (3) special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year, in the amount of \$87,796.28.

Amendment #1, in the amount of \$81.55, is required to adjust the total cost through June 30, 2021 for student #DP010810, for a new total agreement amount of \$87,877.83.

#### **FISCAL IMPACT:**

\$81.55 – 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 #1 to Agreement #20-158 with VCOE for Paraeducator services in the amount not to exceed \$81.55.

#### **ADDITIONAL MATERIALS:**

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

[Agreement #20-158, Ventura County Office of Education \(3 Pages\)](#)



County Education

# Memorandum

DR. CÉSAR MORALES, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

## AMENDMENT TO AGREEMENT (OX109A-20/21)

August 27, 2020

DP010810

Oxnard School District  
Agreement # OX109A-20/21

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 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 2/1/2021 (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: <u>2020-2021</u> <u>2/1/2021-6/11/2021</u> (ESY: <u>6/14/2021-6/30/2021</u> )
--	--

Original Estimated Cost:     \$31,402.85  
 Amount added/owed:         \$81.55  
**New Total Estimated Cost: \$31,484.40**

Requested by: [Signature]  
 Special Education Authorized Representative

Date: 8.27.2021

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 **February 1, 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.  
**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 **2/1/2021 (IEP date~1/15/2021)**, 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: 2020-2021	UPCOMING: 2021-2022
	2/1/2021-6/11/2021 (ESY: 6/14/2021-6/30/2021)	(ESY: 7/1/2021-7/9/2021) 8/18/2021-1/15/2022
<b>ESTIMATED COSTS:</b>	\$ 31,402.85	\$ TBD

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 31,402.85



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective March 5, 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.

**SA022013**

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire School a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 3/5/2021 (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>2020-2021</u> <u>3/5/2021-5/19/2021</u>	UPCOMING: <u>2021-2022</u>
<b>ESTIMATED COSTS:</b>	\$ <u>10,597.58</u>	+ \$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By:  \_\_\_\_\_  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 10,597.58



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **August 19, 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 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 **8/19/2020** (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>2020-2021</u> 8/19/2020-6/17/2021 (ESY: 6/21/2021-6/30/2021)	UPCOMING: <u>2021-2022</u>
<b>ESTIMATED COSTS:</b>	\$ <u>45,795.85</u>	+ \$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 45,795.85

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 06, 2021

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

### **Ratification of Amendment #1 to Agreement #20-167 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)**

---

At the Board meeting of May 5, 2021, the Board of Trustees ratified a service agreement with Ventura County Office of Education (VCOE) for the 2020-2021 school year, to provide exceptional services to special education student #DR022207, that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year, in the amount of \$18,881.15.

Amendment #1, in the amount of \$1,254.68, is required to adjust the total cost through June 30, 2021, for a new total agreement amount of \$20,135.83.

#### **FISCAL IMPACT:**

\$1,254.68 – 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 #1 to Agreement #20-167 with VCOE for Paraeducator services in the amount not to exceed \$1,254.68.

#### **ADDITIONAL MATERIALS:**

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

[Agreement #20-167, Ventura County Office of Education \(1 Page\)](#)



**AMENDMENT TO AGREEMENT (OX110A-20/21)**

August 27, 2020

DR022207

Oxnard School District  
Agreement # OX110A-20/21

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 Circumstances Educational Support throughout the school day for 1,944 minutes weekly. ESY will be provided at 240 minutes daily.

6. The term of this contract shall begin 3/12/2021 (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: <u>2020-2021</u>
	<u>3/12/2021-6/11/2021</u>
	(ESY: <u>6/14/2021-6/30/2021</u> )

Original Estimated Cost: \$18,881.15  
 Amount added/owed: \$1,254.68  
**New Total Estimated Cost: \$20,135.83**

Requested by: [Signature]  
Special Education Authorized Representative

Date: 8.27.2021

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 **March 12, 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.

**DR022207**

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, **Triton Academy**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 1,944 minutes weekly. 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 **3/12/2021 (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: <u>2020-2021</u>	UPCOMING: <u>2021-2022</u>
	3/12/2021-6/11/2021 (ESY: 6/14/2021-6/30/2021)	(ESY: 7/1/2021-7/9/2021) 8/18/2021-12/15/2021
<b>ESTIMATED COSTS:</b>	\$ <u>18,881.15</u>	+ \$ <u>TBD</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

Estimated Cost \$ 18,881.15

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** October 06, 2021

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

### **Ratification of Change Order #1 to Agreement #20-180 with Eberhard Energy Systems for Roofing Project 2021 (Quinto/Miller)**

---

On June 23, 2021, the Board of Trustees approved the Award of Formal Bid #20-01 and Agreement #20-180 for Roofing Project 2021 with Eberhard Energy Systems for Roofing Project 2021. The original agreement was to remove and replace one roof at Fremont Academy and seven roofs at Frank Academy, in the amount of 418,858.00.

Change Order #1, in the amount of \$8,551.68, addresses unforeseen conditions encountered on five roofs at Frank Academy when sections of rotted plywood were uncovered, requiring removal and disposal. New plywood, totaling 34 sheets of ¾”, was needed to complete the replacement of these five roofs, for a new total agreement amount of \$427,409.68.

#### **FISCAL IMPACT:**

\$8,551.68 – Deferred Maintenance Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Change Order #1 to Agreement #20-180 with Eberhard Energy Systems in the amount of \$8,551.68.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Change Order #1 \(2 Pages\)](#)

[Proposal \(4 Pages\)](#)

[Agreement #20-180, Eberhard Energy Systems \(3 Pages\)](#)



# CHANGE ORDER

Date: 10-6-21

CHANGE ORDER NO. 1

PROJECT: Roofing Project 2021 – Frank & Fremont  
O.S.D. BID No. 20-01  
O.S.D. Agreement No. 20-180

OWNER: Oxnard School District  
1051 South A Street  
Oxnard, CA. 93030

ARCHITECT:

CONTRACTOR: Eberhard Energy Systems  
15224 Raymer Street  
Van Nuys, CA 91405

Architects Proj. No.:  
D.S.A. File No.:  
D.S.A. App. No.:

Attn: Dave Stefko

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

ORIGINAL CONTRACT SUM.....	\$ 418,858.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 0
ADJUSTED CONTRACT SUM.....	\$ 418,858.00
<b>NET CHANGE -</b>	<b>\$ 8,551.68</b>
<hr/>	
Total Change Orders to Date: .....	\$ 8,551.68
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.....	\$ 427,409.68
Commencement Date: .....	June 24, 2021
Original Completion Date: .....	August 8, 2021
Original Contract Time: .....	45 calendar days
Time Extension for all Previous Change Orders: .....	None
Time Extension for this Change Order: .....	None
Adjusted Completion Date: .....	N/A
Percentage .....	2%

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	Rotten Plywood under roof surface	\$8,551.68			
2.					
3.					
4.					
5.					
6.					
	Totals	\$8,551.68			

Total Change Order No. 1 ..... \$ 8,551.68

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_ N/A \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_ N/A \_\_\_\_\_ DATE: \_\_\_\_\_

FACILITIES DIRECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_

ASST. SUPT./PURCHASING DIRECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

DSA APPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_

## Change Order Request

DATE: 7/13/21

REQUESTED BY: Eberhard Energy Systems  
15220 Raymer St.  
Van Nuys, Ca. 91405

CHANGE ORDER REQUEST NUMBER: 1  
 AGREEMENT NUMBER: 20-180  
 EBERHARD JOB NUMBER: 1046-10-69

PROJECT NAME: FRANK & FREMONT 2021 ROOFING PROJECT

**Scope of Work:**

REMOVE ROTTED PLYWOOD AND INSTALL NEW 3/4" PLYWOOD AT FRANK SCHOOL PORTBALES

**LABOR:**

REF NUM	LABOR CLASS	HOURS				HOURLY RATE	LABOR COST
		x1.0	x1.5	x2.0	DIFF.		
1	ROOFER	53.5				\$ 76.72	\$ 4,104.52
2						\$ -	\$ -
3						\$ -	\$ -
4						\$ -	\$ -
5						\$ -	\$ -
6						\$ -	\$ -
7						\$ -	\$ -

**MATERIALS:** **TOTAL LABOR:** \$ 4,104.52 Line 1

REF	MATERIAL DESCRIPTION	QTY	UNITS	UNIT CT	MATERIAL COST
1	4'X8'X3/4" PLYWOOD	34	SHEET	\$ 77.00	\$ 2,618.00
2	Misc	1		\$ 50.00	\$ 50.00
3				\$ -	\$ -
4				\$ -	\$ -
5				\$ -	\$ -
6				\$ -	\$ -
7				\$ -	\$ -
8				\$ -	\$ -
9				\$ -	\$ -
10				\$ -	\$ -

**SUB-TOTAL MATERIAL:** \$ 2,668.00 Line 2

9.75% **SALES TAX:** \$ 260.13 Line 3

**OTHER COSTS:** **TOTAL MATERIALS** \$ 2,928.13 Line 4

REF	DESCRIPTION	QTY	1	UNIT CT	OTHER COST
1	DISPOSAL	1		\$ 150.00	\$ 150.00
2				\$ -	\$ -
3				\$ -	\$ -
4				\$ -	\$ -

**TOTAL OTHER COSTS:** \$ 150.00 Line 5

**SUBCONTRACTS:**

REF	SUBCONTRACTOR NAME / DESCRIPTION	SUBCONTRACT COST
1		\$ -
2		\$ -
3		\$ -
4		\$ -

**SUBCONTRACT COSTS:** \$ - Line 6

**SUBTOTAL:** \$ 7,182.65 Line 7

**Bond:** \$ 125.70 Line 8

**GL:** \$ 127.90 Line 9

15% **MARK-UP:** \$ 1,115.44 Line 10

**GRAND TOTAL:** \$ 8,551.68 Line 11

SUBMITTED BY:

**TOTAL CHANGE REQUESTED BY SUBCONTRACTOR:** \$ 8,551.68

HECTOR AMPARO



DAILY EXTRA WORK AUTHORIZATION

6435 1385

Excellence since 1945
15220 Raymer St., Van Nuys, CA 91405
(818) 782-4604 FAX (818) 782-5099

FIELD ORDER #

CUSTOMER P.O. #

JOB # 1096-10-69 DATE ORDERED

DATE REQUIRED DATE COMPLETED 6/24/21

PROJECT Frank Rocking Project 2021

ADDRESS Frank School 701 North Juanita A

CITY Oxnard

ATTN: Dawn Miller

PHONE CELL 805-385-1514

BILLING ADDRESS:

NAME

ADDRESS

CITY

ATTN: CELL

PHONE EMAIL

WORK DESCRIBED BELOW HAS BEEN PERFORMED FOR YOU AND IS IN ADDITION TO THE SCOPE OF WORK IN OUR ORIGINAL CONTRACT.

Table with columns: TRADE, P/R CLASS, HOURS, RATE, AMOUNT, QUANTITY, ARTICLE, PRICE, AMOUNT. Rows include Rafter and Bungalow #1, #2 with associated labor and material details.

SUBTOTAL / LABOR OTHER DIRECT COST

DESCRIPTION OF WORK TOTAL COST

We did the tear off starting with bungalow 1 & 2 going from west to east, east being the driveway entrance. After we finished the tear off we discovered North and South perimeter was completely rotted. I took photos, it was mostly all the plywood on the overhangs. We removed and installed new 3/4" plywood and fastened every 6"

NOTE: LEAK SERVICE RESPONSE CARRIES NO WARRANTY 4 HOUR MINIMUM CHARGE FOR SERVICE CALLS

APPROVED BY SIGNATURE SIGNATURE OF REPRESENTATIVE OF PARTY FOR WHOM WORK IS DONE

PROJECT MANAGER Tony Garcia EBERHARD SUPERINTENDENT Tony Garcia Jr EBERHARD FOREMAN



DAILY EXTRA WORK AUTHORIZATION

64406 1395

Excellence since 1945
15220 Raymer St., Van Nuys, CA 91405
(818) 782-4604 FAX (818) 782-5099

FIELD ORDER #

CUSTOMER P.O. #

JOB # 1046-10-69 DATE ORDERED

DATE REQUIRED DATE COMPLETED 6/28/21

PROJECT Frank Roofing Project 2021

ADDRESS Frank School 701 North Juana Ave

CITY Oxnard

ATTN: Dana Miller

PHONE CELL 805-385-1514

BILLING ADDRESS:
NAME
ADDRESS
CITY
ATTN:
PHONE
EMAIL

WORK DESCRIBED BELOW HAS BEEN PERFORMED FOR YOU AND IS IN ADDITION TO THE SCOPE OF WORK IN OUR ORIGINAL CONTRACT.

Table with columns: TRADE, P/R CLASS, HOURS, RATE, AMOUNT, QUANTITY, ARTICLE, PRICE, AMOUNT. Includes rows for Rafter and Bungalow work.

SUBTOTAL / LABOR OTHER DIRECT COST

DESCRIPTION OF WORK TOTAL COST

After the tear off on bungalows #3 & 4 going from west to east the 3rd bungalow had the same problem of rotting on north and south over hang and the 4th had rotting on the over hang as well except for the south east corner had no damage. We replaced with new 3/4" plywood and fastened every 6".

NOTE: LEAK SERVICE RESPONSE CARRIES NO WARRANTY
4 HOUR MINIMUM CHARGE FOR SERVICE CALLS

APPROVED BY SIGNATURE SIGNATURE OF REPRESENTATIVE OF PARTY FOR WHOM WORK IS DONE

PROJECT MANAGER EBERHARD SUPERINTENDENT EBERHARD FOREMAN



DAILY EXTRA WORK AUTHORIZATION

649 140

Excellence since 1945
15220 Raymer St., Van Nuys, CA 91405
(818) 782-4604 FAX (818) 782-5099

BILLING ADDRESS:

NAME

ADDRESS

CITY

ATTN: CELL

PHONE EMAIL

FIELD ORDER #

CUSTOMER P.O. #

JOB # 1046-10-109 DATE ORDERED

DATE REQUIRED DATE COMPLETED 6/29/21

PROJECT Frank Roofing Project 2021 6/30/21

ADDRESS 701 North Juanita Ave

CITY Oxnard

ATTN: Dana Miller

PHONE CELL 805-385-1514

WORK DESCRIBED BELOW HAS BEEN PERFORMED FOR YOU AND IS IN ADDITION TO THE SCOPE OF WORK IN OUR ORIGINAL CONTRACT.

Table with columns: LABOR (TRADE, P/R CLASS, HOURS, RATE, AMOUNT) and MATERIAL (QUANTITY, ARTICLE, PRICE, AMOUNT). Includes handwritten entries for Roofers and plywood sheets.

DESCRIPTION OF WORK TOTAL COST

After removing metal roof and paper we were able to see that the 6th bungalow needed to have the outside perimeter plywood replaced. Only where the overhang was rotten (North and south) of bungalow. We removed and installed new plywood and screened down every bitches. The last bungalow only had pieces in some areas that were bad. We also removed and installed new every bitches. Work is complete.

NOTE: LEAK SERVICE RESPONSE CARRIES NO WARRANTY
4 HOUR MINIMUM CHARGE FOR SERVICE CALLS

APPROVED BY SIGNATURE

PROJECT MANAGER

Tony Garcia
EBERHARD SUPERINTENDENT

Tony Garcia Jr
EBERHARD FOREMAN

SECTION 00310

AGREEMENT #20-180

THIS AGREEMENT is made this 23rd day of June, 2021, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the "District" and **EBERHARD ENERGY SYSTEMS**, hereinafter called the "Contractor", with a principal place of business located at 15224 Raymer Street, Van Nuys, CA 91405.

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

**1.01 The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

Bid #20-01  
Roofing Project 2021

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

**1.02 Contract Time.**

**A. Final Completion of the Work.** The Work shall be commenced on the date stated in the initial Notice to Proceed issued by the District to the Contractor and shall be completed within **forty-five (45) consecutive calendar days** from the date stated in the initial Notice to Proceed. See General Conditions, Article 7.

<u>Project</u>	<u>Starting Date</u>	<u>Completion Date</u>
Fremont Replace Roof on BLDG 7	June 24, 2021	August 8, 2021
Frank Replace Roof on Seven (7) Portable Classrooms (P-5, P-6, P-7, P-8, P-9 P-13 & P-14)	June 24, 2021	August 8, 2021

**TOTAL CONTRACT PERIOD:**

Roof Replacements	June 24, 2021	July 31, 2021
Closeout/Punch List items	July 31, 2021	August 8, 2021

**1.03 Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of **Four Hundred Eighteen Thousand Eight Hundred Fifty-Eight Dollars and No Cents (\$418,858.00)**. The Contract Price is based upon the Contractor's Base Bid Proposal only. The District's payment of the Contract Price shall be in accordance with the Contract Documents.

**1.04 Liquidated Damages.** In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

**1.05 The Contract Documents.** The Contract Documents consist of the following:

- |  |                                     |
|--|-------------------------------------|
| Notice to Contractors Calling for Bids   | Certificate of Workers Compensation |
| Instructions for Bidders                 | Drug Free Workplace Certification   |
| Bid Proposal                             | Fingerprinting Certificate          |
| Subcontractors List                      | DVBE Participation Goal             |
| Non-Collusion Affidavit                  | Guarantee                           |
| Statement of Bidder's Qualifications     | Project Forms                       |
| Bid Security                             | General Conditions                  |
| Agreement                                | Special Conditions                  |
| Labor and Material Payment Bond          | Specifications                      |
| Performance Bond                         | Drawings                            |
| Certification of Financial Relationships |                                     |

**1.06 Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 06, 2021

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

### **Ratification of Amendment #1 to Agreement #21-48 – CompHealth Medical Staffing (DeGenna/Jefferson)**

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At the Board meeting of August 4, 2021, the Board of Trustees approved Agreement #21-48 with CompHealth Medical Staffing, in the amount of \$240,000.00, to 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. The agreement was effective as of July 15, 2021.

Amendment #1 is required to adjust the start date of the agreement to July 1, 2021 to cover Extended School Year (ESY) services that were provided in July, at no additional cost.

#### **FISCAL IMPACT:**

None

#### **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 #21-48 with CompHealth Medical Staffing.

#### **ADDITIONAL MATERIALS:**

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

[Agreement #21-48, CompHealth Medical Staffing \(9 Pages\)](#)

**AMENDMENT TO AGREEMENT BETWEEN  
OXNARD SCHOOL DISTRICT  
AND  
COMPHEALTH MEDICAL STAFFING**

This Amendment ("Amendment"), by and between Oxnard School District ("Client") and CompHealth Medical Staffing ("CompHealth") hereby amends that particular agreement entitled All Inclusive Service Agreement for Temporary Healthcare Professional Coverage ("Agreement"), effective July 15, 2021. This Amendment shall be effective July 1, 2021.

In consideration of the mutual promises of the parties, the receipt and sufficiency of which is hereby acknowledged, the Agreement is hereby amended as follows:

1. The Effective Date of the Agreement is hereby revised to be July 1, 2021.

All other terms of the Agreement shall remain in full force and effect. In the event of a conflict between the Agreement and this Amendment, the terms of this Amendment shall apply.

The undersigned individuals represent that they are fully authorized to execute the foregoing Amendment on behalf of their respective parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date indicated.

OXNARD SCHOOL DISTRICT

COMPHEALTH MEDICAL STAFFING

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

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

Title: Director, Purchasing

Title: Manager of Operations

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

Date: 8/30/21

Printed Name: Lisa A. Franz

Printed Name: Andrew P. Sischo

**ALL INCLUSIVE SERVICE AGREEMENT  
FOR TEMPORARY HEALTHCARE PROFESSIONAL COVERAGE**

This All Inclusive Service 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 South A Street, 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 15, 2021 (“Effective Date”).

***Section A, Intent of Agreement***

CompHealth is in the business of providing temporary allied healthcare professional staffing services. Client is in need of temporary staffing services. By this Agreement, the Parties intend that CompHealth will furnish healthcare professionals (“Provider(s)”) to provide clinical services to 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 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, 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; incorrect, incomplete or delayed Confirmations do not create a right of cancellation. In the event that any changes are made to an Assignment after a Confirmation has been issued, a subsequent Confirmation will be issued which reflects the changes and such subsequent Confirmation shall be controlling.

**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 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. If applicable, CompHealth agrees to direct Providers to promptly execute such documents as are reasonably required to assign billing rights to Client. CompHealth will direct Providers to promptly complete chart documentation. 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 Provider per incident and \$3,000,000 per Provider in the annual aggregate or such higher limits as may be required by law. Insurance coverage is subject to the terms of the policy and covers medical malpractice only.

### **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 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.

### **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.

## ***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 Deposit, Costs of Obtaining Privileges**

Upon a Confirmation being issued for the first Assignment requested under this Agreement, Client shall pay to CompHealth a deposit of \$0.00 to be credited towards the last two weeks of Provider Coverage. No deposit shall be required for additional Assignments hereunder. Notwithstanding the foregoing, CompHealth reserves the right to require additional deposits during the Term of this Agreement if, in its sole discretion, Client's credit and payment history warrant doing so. If applicable, Client agrees to be responsible for payment of the costs associated with obtaining privileges, if any, for each Provider that furnishes Provider Coverage hereunder.

### **D.3 Invoicing**

Fees are invoiced bi-weekly. Invoices will include applicable taxes. Fees are determined based upon Provider's work record. Invoices will include other charges agreed upon in the Confirmation, if any. Upon request, CompHealth will provide a reconciliation within 30 days of the completion of an Assignment. Payment for each two-week period is due immediately upon receipt of an invoice for that period. Invoices shall be deemed received on the tenth (10th) business day after the date of invoice.

### **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 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. In the event a Provider for a binding Assignment cancels, CompHealth shall exercise best efforts to furnish a replacement Provider but shall have no other liability.

**E.3. Termination of Agreement**

Either Party may terminate this Agreement with thirty (30) days advance written notice, subject to Section E.1 above. In the event of Client's failure to pay monies due hereunder or other material breach, CompHealth may immediately terminate this Agreement with written notice. The obligation to pay monies due under this Agreement shall survive termination.

**E.4 Term**

**The term of this Agreement ("Term") shall begin on the Effective Date and continues thereafter until June 30, 2022.**

**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 its reasonable discretion, there is no risk of patient endangerment. CompHealth will not 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 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.

## ***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)**

CompHealth and its Providers are not business associates of Client pursuant to the definition of "business associate" found in 45 CFR 160.103 because Providers are members of Client's workforce (See Also 45 CFR 160.103 definition of "workforce"). Notwithstanding the foregoing, as a business associate of other covered entities, CompHealth has implemented appropriate safeguards and maintains individually identifiable patient health information ("PHI", which shall include electronic PHI) as confidential. To that end, CompHealth will use and disclose only the minimum necessary PHI and will use and disclose PHI only as permitted under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") for legal, management and administrative purposes in connection with treatment, payment and operations or as required by law.

### **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 1-1/2 percent per month on any unpaid balance.

### **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 Provider on the basis of race, age, gender, disability, religion, national origin, military/veteran status, pregnancy, or sexual orientation. This Agreement shall be governed by the laws of the State of California.

**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 Facsimile Signature Deemed Original, Permission to Fax and E-Mail**

A facsimile signature hereon shall have the same effect as an original. By signature below, Client expressly grants CompHealth permission to send Client unsolicited advertisements and other marketing materials via facsimile and electronic mail.

**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 will be deemed to have been rejected.

The Parties acknowledge by their signatures below that they have read, understand and agree to the foregoing All Inclusive Service 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

By: Lisa A. Franz

Title: Director, Purchasing

Date: 8-6-2021

Printed Name: Lisa A. Franz

95-6002318

Federal Tax I.D. # or Social Security #

COMPHEALTH MEDICAL STAFFING

By: [Signature]

Title: MANAGER of Operations

Date: 8/22/21

Printed Name: Andrew P. Sisco

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CompHealth.

Rate Request: 2021-2022 School Year

Megan Gillis  
5557 28<sup>th</sup> Street Ste B  
PMB 318  
Grand Rapids MI, 49512  
(800) 634-9582 x 5015 (toll-free) / (616) 975-5015 (office) / (616) 635-3656 (cell)

May 27, 2021

Christy Garibay  
Oxnard School District  
1051 South A Street  
Oxnard, CA 93030

Ms. Garibay :

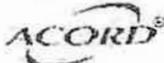
Per your request, here are the requested rate ranges we are proposing for the Oxnard School District for the 2021 - 2022 school year. The rates presented reflect the current housing costs in the area, experience of the Provider, and are based on 40 hours per week. The rates are flexible if your standard 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	\$72 - \$77
PT	\$72 - \$77
SLP	\$76 - \$81
COTA/PTA	\$68

I look forward to hearing from you if we can be of assistance.

Thank You!  
Megan Gillis  
Senior Client Representative, Schools-Based Opportunities





# CERTIFICATE OF LIABILITY INSURANCE

11/1/2021

DATE (MM/DD/YYYY)  
10/30/2020

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

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

<b>PRODUCER</b> LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	<b>CONTACT</b> NAME: PHONE (A/C, No., Ext.): E-MAIL: ADDRESS: FAX (A/C, No.):	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Travelers Property Casualty Co of America INSURER B: The Charter Oak Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	<b>NAIC #</b> 25674 25615
<b>INSURED</b> 1471228 CHG HEALTHCARE SERVICES, INC., CHG COMPANIES, INC CHG MEDICAL STAFFING, INC. DBA COMPHEALTH MEDICAL STAFFING 7259 S. BINGHAM JUNCTION BOULEVARD MIDVALE UT 84047			

**COVERAGES**                      **CERTIFICATE NUMBER:** 16867765                      **REVISION NUMBER:** XXXXXXXX

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 SUINR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PERL <input type="checkbox"/> SECT <input type="checkbox"/> ILCC <input type="checkbox"/> OTHER		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (EA occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMPIOP AGG \$ XXXXXXXX \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (EA accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
A B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	See Below* See Below**	11/1/2020 11/1/2020	11/1/2021 11/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
WORKERS COMPENSATION COVERAGE ONLY APPLIES TO EMPLOYEES OF THE NAMED INSURED WORKERS COMPENSATION POLICY NUMBERS:  
INSURER A: UB-0R394284-20-51 (AOS) & INSURER B: UB-0R320559-20-51 (AZ, MA, WI)

<b>CERTIFICATE HOLDER</b> 16867765 Oxnard School District 1051 South A St. Oxnard CA 93030	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## OSD BOARD AGENDA ITEM

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

**Date of Meeting:** October 06, 2021

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

**Ratification of Agreement #21-117 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**

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It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2021-2022 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

**Students 2021-2022:**

JM111710	\$73,220.00
SR112811	\$63,261.64
AG091310	\$23,603.27

**FISCAL IMPACT:**

\$160,084.91 - 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 #21-117 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$160,084.91.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-117, Ventura County Office of Education \(3 Pages\)](#)



# 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>	UPCOMING: <u>2022-2023</u>
	8/18/2021-6/9/2022 (ESY: 6/13/2022-6/30/2022)	(ESY: 7/1/2022-7/8/2022)
<b>ESTIMATED COSTS:</b>	\$ <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

Signature \_\_\_\_\_

Accepted By: [Signature]

Special Education Authorized Representative

Title: Director, Purchasing

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

Business Services Authorized Representative

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

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

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>
<b>ESTIMATED COSTS:</b>	\$ <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 \_\_\_\_\_

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: \_\_\_\_\_  
Business Services Authorized Representative

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

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

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

Signature \_\_\_\_\_

Accepted By: [Signature]

Special Education Authorized Representative

Title: Director, Purchasing

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

Business Services Authorized Representative

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

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

Estimated Cost \$ 23.603.27

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 06, 2021

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

### **Ratification of Agreement #21-120 – Career Links (DeGenna/Jefferson)**

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Career Links will provide supplemental staffing services to the Oxnard School District on an “as needed” basis. Career Links 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.

Service providers:

- Speech Language Therapist
- Occupational Therapist
- Physical Therapist

**Term of Agreement:** August 31, 2021 through June 30, 2024

#### **FISCAL IMPACT:**

Not to exceed \$500,000.00 (per attached Fee Schedule) – 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 #21-120 with Career Links.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-120, Career Links \(5 Pages\)](#)  
[Certificate of Insurance \(1 Page\)](#)

**CAREER LINKS  
P.O. Box 27028  
Des Moines, IA 50317**

**TEMPORARY STAFFING CONTRACT (Rehab Service Provider)**

This agreement made and entered into this **31<sup>st</sup> day of August, 2021** by and between **Oxnard School District** thereafter called the Rehab Service Provider and Career Links hereinafter called the Corporation.

Whereas, the Rehab Service Provider is carrying out its duties in furnishing Professional services to persons who are patients in the Rehab Service Provider located in **Oxnard, CA** and have need for Temporary Relief Staffing Services, in the nature of **Speech Language Pathology/Occupational Therapy/Physical Therapy**.

Whereas, the Corporation has Physical Therapists, Occupational Therapists, Speech-Language Pathologist, Physical Therapists Assistants, Certified Occupational Therapists Assistants, Speech Therapists Assistants, Rehab Supervisors, Rehab Managers, Director of Rehab, and other Rehab professional and personnel available, and is willing to furnish the same for assignment to the Rehab Service Provider on a Temporary Relief Staffing basis.

Now therefore, it is hereby mutually agreed between the parties:

**CONFIDENTIALITY**

Any facility or potential employer agrees that all discussion of search fees and placement agency services is **confidential** and may not be discussed at any time by Administration, Human Resources, Rehab Department Personnel or Facility Staff with any candidate without written permission from Career Links.

**REFERRALS**

The fee for our services is earned if a person is hired, directly or indirectly, after/following our referrals. "Hired" is defined as the employment of an individual, in any capacity by your facility/company or by any parent or subsidiary of your facility/company, or by any individual associated with your facility/company or any of its affiliates. Any referred candidate including "in database" or "on file candidates" without verbal or written communication from your facility/company within the thirty (30) days prior to Career Links' referral date will be valid Career Links referrals.

**PROFESSIONAL SERVICES**

Upon request by the Rehab Service Provider, the Corporation shall provide to the Rehab Service Provider individuals qualified to perform any one or more of the following services: **Speech Language Pathologist / Occupational Therapist / Physical Therapist** and other Rehab Professionals. These individuals are employees of the Corporation.

**QUALIFICATIONS AND CERTIFICATIONS**

All personnel providing temporary relief staffing services to the Rehab Service Provider will be fully qualified and meet state and federal guidelines of licensure and/or certification for the provision of such services. Copies of personnel credentials will be made available to the Rehab Service Provider upon request and will be kept on file with the Corporation. All personnel providing services to the Rehab Service Provider will have completed and passed a pre-employment background screening, fingerprints, and have valid state licensure and/or teacher certification to practice in their profession. Results of pre-employment findings and copies of state licensure/teacher certification will be kept on file with the Corporation and can be provided to the Rehab Service Provider upon request.

**TIME SHEETS**

The Corporation will supply to its personnel, time sheets which will be signed by authorized Rehab Service Provider personnel verifying the hours worked by the Corporation's personnel.

**BILLING PROCEDURE**

Contract therapist time sheets are **due by noon (12:00 p.m.) CST on Monday**. Charges for staffing services will be billed to the Rehab Service Provider on a weekly basis. The invoice will reflect charges for the total hours worked of each contract week, the service provider name, the dates of service, contract hourly rate, mileage, and any late charges. Payment for service rendered by the Corporation are due and payable upon receipt of the invoice from the Corporation. The Corporation will allow up to thirty (30) days for normal processing time and mail delivery.

## **TEMPORARY STAFFING CONTRACT – PAGE 2**

### **RULES AND REGULATIONS**

The Corporation personnel will observe rules, regulations, and policy promulgated by the Rehab Service Provider and will act in a manner consistent with other Rehab Service Provider personnel. All Corporation personnel agree to comply with and/or provide record of competencies when requested by Rehab Service Provider when necessary to comply with JCAHO standards. Rehab Service Provider will provide a safe work environment to any and all employees of Corporation who are assigned to a work location based on this temporary staffing contract.

### **STAFFING**

All requests for temporary staffing will be supplied in incremental units called shifts. Shifts will be a minimum of 8 hours. If less than 8 hours are required, arrangements must be made in advance with the Corporation. In the event the Corporation's personnel should be required to remain at the Rehab Service Provider longer than an eight hour shift in one day, the additional hours or portion of hours will be billed at time and a half of the agreed upon rate. The Rehab Service Provider will attempt to give 24 hours advance notice to the Corporation to fill the shifts. Nothing in this contract guarantees or is meant to guarantee that the Corporation will always be able to fill shifts requested.

### **ORIENTATION**

The Rehab Service Provider will provide to the Corporation's personnel a short period of orientation explaining the rules and regulations of the Rehab Service Provider work areas, policy on breaks, lunch hours, as well as other information relating to patient care policies, emergency procedures, aseptic and isolation techniques, and any other information necessary for the safety, health, and welfare of the patients and of the Corporation's personnel and the Rehab Service Provider staff. The Rehab Service Provider will orient the Corporation's personnel to any new equipment obtained while the Corporation's personnel at the Rehab Service Provider.

### **PATIENTS AND PLANS OF TREATMENTS**

Patients shall be accepted for care only by the Rehab Service Provider. The Corporation shall furnish services to such patients as designated by the Rehab Service Provider during the term of this agreement, and only such services as are ordered by the Patient's physician. The Corporation's services shall be provided at the direction and under the supervision of the Rehab Service Provider, the patient's physician, and when appropriate, in conjunction with others involved in the patient care.

When required, a plan of care and treatment prepared by a physician shall be set forth for each patient for whom Corporation personnel provide services. Corporation personnel shall comply with the plan of treatment subject to the supervision of the Rehab Service Provider. Except in the event of the patient's medical emergency, the plan of treatment shall not be altered in type, scope, or duration, or changed at any time by the Corporation's personnel without the prior approval of the attending physician. The Rehab Service Provider and/or the Corporation shall advise the other of any changes made by the patient's physician.

The service provided by the Corporation personnel shall be in accordance with the standards of the Rehab Service Provider and meet or exceed industry standards.

### **MEDICAL RECORDS**

The Corporation's personnel will provide the Rehab Service Provider with timely and complete medical records (using the Rehab Service Provider forms) which comply with the Rehab Service Provider record keeping standards and procedures, including but not limited to, clinical and progress notes and periodic patient evaluation reports. If the Rehab Service Provider desires, the Corporation may provide its own forms. The Corporation's personnel will promptly and accurately record all observations and notes pertaining to the patient and treatment.

### **GRIEVANCES**

The Corporation agrees to cooperate with the Rehab Service Provider in resolving any grievances related to the Corporation's personnel or the provision of services. In this regard, the Rehab Service Provider may advise the Corporation or its staff of any complaints involving the Corporation personnel. The Corporation shall in accordance with its regular procedure, investigate such complaints and use its best efforts to resolve them in a fair and equitable manner. The Corporation agrees to notify the Rehab Service Provider promptly of any action or proposed action with respect to the resolution of such complaints and the avoidance of similar complaints in the future.

## **TEMPORARY STAFFING CONTRACT – PAGE 3**

The Rehab Service Provider reserves the right to reject any of the Corporation's personnel for reasons including but not limited to inappropriate behavior, unprofessional dress, and not following Rehab Service Provider procedures and policies.

The Rehab Service Provider specifically agrees not to discriminate against any of the Corporation's personnel on the basis of race, creed, color, national origin, age, sex, or handicap.

### **INSPECTION OF RECORDS**

In accordance with the Social Security Act and regulations thereunder or as otherwise provided by the law, the Corporation, the Rehab Service Provider, third party payors, the Secretary of the Health and Human Services, the Comptroller General, and the authorized representatives, shall have access to all data and records relating to the nature and extent of costs of services provided under this agreement for a period of four years after the furnishing of such services, or for such other period of time as may be required by law.

### **INSURANCE**

Throughout the term of this agreement, the Corporation agrees to maintain insurance coverage of at least \$1,000,000 per person and \$3,000,000 per occurrence covering all acts or omissions which may give rise to liability for services under this agreement. The Corporation (upon request) shall provide Rehab Service Provider current certificates of insurance and agree to provide at least 60 days written notice before any cancellation of such insurance coverage.

### **INDEMNIFICATION**

The Corporation agrees to indemnify and hold the Rehab Service Provider harmless from and against any and all claims, liabilities, damages, costs or expenses (including reasonable attorney's fees) arising or resulting in any manner from the acts or omissions of its officers, employees or agents, in connection with this agreement. In no instance shall the Corporation be responsible to the Rehab Service Provider in any way for any act or omission of Rehab Service Provider's employees, agents, or invitees.

The Rehab Service Provider agrees to indemnify and hold the Corporation harmless from and against any and all claims, liabilities, damages, costs or expenses (including reasonable attorney's fee) arising or resulting in any manner from the acts or omissions of its officers, employees, or agents, in connection with this agreement. In no instance shall the Rehab Service Provider be responsible to the Corporation in any way for any act or omission of Corporation's employees, agents, or invitees.

### **WORKER'S COMPENSATION**

The Corporation shall comply with the State Worker's Compensation Law and shall provide for the payment of worker's compensation to its employees in the manner and to the extent required by such law.

### **CIVIL RIGHTS ACT**

The Corporation and the Rehab Service Provider agree that they will comply with all laws, including but not limited to, the Civil Rights Act of 3064 (P.L. 88-352) providing that that no person in the United States shall, on the grounds of race, color, creed, national origin, age, sex, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination as a result of this contract.

### **INDEPENDENT RELATIONSHIP**

It is expressly understood and agreed by the parties hereto that the Corporation shall at all times during the performance of service hereunder be acting as an independent contractor and that no act, commission or omission of any party hereto shall be considered or construed to make or render the other party its principal, agent, joint venturer, or associate. The Corporation shall not, by entering into and performing this agreement, assume or become liable for any contract obligations, liabilities, or indebtedness of the Rehab Service Provider existing, arising, or incurring prior to, during, or subsequent to the terms of this agreement except those in which the Corporation is a party or which the Corporation expressly assumes under this agreement. The Rehab Service Provider or the Corporation shall not, by entering into and performing this agreement, assume, or become liable for any contract obligations, liabilities, or indebtedness of the other existing, arising, or incurred prior to, during, or subsequent to the term of this agreement, except those in which the Rehab Service Provider of the Corporation is a party or which the Rehab Service Provider of the Corporation expressly assume under this agreement.

## **TEMPORARY STAFFING CONTRACT – PAGE 4**

### **PERMANENT EMPLOYMENT**

It is understood and agreed that the Rehab Service Provider will not hire, directly or indirectly, any employee or employees of the Corporation working on or who has or have worked on the Rehab Service Provider premises, directly or indirectly, for at least 365 days after the termination of this contract. The Rehab Service Provider recognizes and acknowledges that the employees of the Corporation are valuable and unique assets of the Corporation. The Rehab Service Provider acknowledges that the Rehab Service Provider's breach of its obligations under this section will cause the Corporation immediate and irreparable damage, and the Rehab Service Provider agrees to all the Corporation shall be entitled to injunctive relief for such breach in addition to all other remedies available to the Corporation. On the breach of its obligations pursuant to this section, the Rehab Service Provider shall pay to the Corporation the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00) to compensate the Corporation for injury by reason of such breach, it being impossible to ascertain or estimate the entire or exact cost, damage or injury which the Corporation may sustain by reason of the breach, and such sum if agreed on as compensation for the injury suffered by the Corporation, and not as a penalty.

### **GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

### **SEVERABILITY**

This agreement is intended to be formed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of the agreement or the application thereof to any person, entity, or circumstance, shall, for any reason and to any extent, be held to be invalid or unenforceable, the remainder of this agreement and the application of such provision to the other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

### **WAIVERS**

No waiver by either party of any breach by the other of any provision of this agreement shall be deemed or construed to be a waiver of any subsequent or continuing breach of the same of any other provision of the agreement, nor shall any forbearance by either party from the exercise of a remedy for such breach be deemed or construed to be waiver by such party of any of its rights or remedies with respect to such breach.

### **EFFECTIVE DATE**

This agreement shall become effective on **August 31, 2021** and shall continue until **June 30, 2024**.

### **TERMINATION**

This agreement may be terminated by either party for material breach or professional incompetence of the other party upon written notice.

### **NOTICES**

Any notice required or permitted to be given shall be in writing and shall be effective if sent by certified mail, return receipt requested, postage prepaid, to the Rehab Service Provider at:

**Oxnard School District  
1051 South A Street  
Oxnard, CA**

And the Corporation at:

**Career Links  
P.O. Box 27028  
Des Moines, IA 50317**

### **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the parties. The provisions herein shall inure to the benefits of and shall be binding upon the parties hereto and their respective heirs, successors, and assigns. This agreement may only be modified by written agreement executed by all the parties.

**TEMPORARY STAFFING CONTRACT – PAGE 5**

**RATE SCHEDULE AND TERMS**

Temporary Relief Staffing Services for Physical Therapists, Occupational Therapists, Speech-Language Pathologists, Physical Therapists Assistants, Certified Occupational Therapists Assistants, Speech Therapists Assistants, Rehab Supervisors, Rehab Managers, and Director of Rehab will be provided by the Corporation according to the following rates.

<u>Occupational Therapist*</u>	<u>Physical Therapist*</u>	<u>Speech Language Pathologist *</u>	<u>COTA/PTA/SLPA *</u>
\$79.00 – 89.00 per hour	\$79.00 – 89.00 per hour	\$79.00 – 89.00 per hour	\$65.00 – 72.00 per hour
\$118.50-133.50 per overtime hour (over 40 hrs per week)	\$118.50-133.50 per overtime hour (over 40 hrs per week)	\$118.50-133.50 per overtime hour (over 40 hrs per week)	\$97.50 – 108.00 per overtime hour (over 40 hrs per week)
\$0.53 if multiples sites, mileage will apply			

\*After five (5) days, rates are subject to change based on availability of each candidate(s) and level of experience.

\*Career Links cannot guarantee contract employee to begin contract assignment on first day of school without interview/hire commitment thirty (30) days prior to first day of school.

Rehab Service Provider agrees to **187 Contract Days per school year** (minimum) beginning with the current school year at **8 hours** per day (minimum) per Rehab Professional.

**Corporation will provide all Temporary Staff Payroll reimbursement, Housing, and Per Diem monies.**

**CAPTIONS**

The captions contained herein are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**AUTHORITY OF THE PARTIES**

All signatories to this contract certify that they are authorized by law and their respective Rehab Service Provider or Corporation to enter into this contact and to bind their respective principal.

**OXNARD SCHOOL DISTRICT**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Name, Title (printed)

**Oxnard School District**

\_\_\_\_\_  
Facility Name

**1051 South A Street**

\_\_\_\_\_  
Address

**Oxnard, CA 93030**

\_\_\_\_\_  
City/State/Zip Code

**805-385-1501 x2175 / 805-487-9648**

\_\_\_\_\_  
Phone/Fax

\_\_\_\_\_  
Date

**CAREER LINKS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

Please return by Fax: **(515-265-1234)** or sign, date, scan and return by email: **career@careerlinks.biz**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2021

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).

<b>PRODUCER</b> Reynolds & Reynolds Inc. 300 Walnut Street, Suite 200 Des Moines IA 50309-2262		<b>CONTACT NAME:</b> Suzanne Arnold <b>PHONE (A/C, No, Ext):</b> (515)243-1724 <b>FAX (A/C, No):</b> (515)243-6664 <b>E-MAIL ADDRESS:</b> s.r.arnold@reynolds-reynolds.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Everest National Insurance Company	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 20/21 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	X		91ML002161-201	10/1/2020	10/1/2021	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 200,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/> ANY AUTO						PERSONAL & ADV INJURY	\$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					GENERAL AGGREGATE	\$ 3,000,000
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PRODUCTS - COMP/OP AGG	\$ 3,000,000
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					Empl Liab Aggregate Lmt	\$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					COMBINED SINGLE LIMIT (Ea accident)	\$
	DED	RETENTION \$					BODILY INJURY (Per person)	\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N					BODILY INJURY (Per accident)	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N					PROPERTY DAMAGE (Per accident)	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below							\$
A	Professional Liability			91ML002161-201	10/1/2020	10/1/2021		\$1,000,000

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

Certificate holder is an Additional Insured with respects to the General Liability policy when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Oxnard School District 1051 South A Street Oxnard, CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Josh Ehlen/JJP
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## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 06, 2021

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

### **Ratification of Agreement/MOU #21-121 – Ventura County Office of Education (DeGenna/Thomas)**

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Ventura County Office of Education will provide library support services to the Oxnard School District, pursuant to Section 18100 of the California Ed. Code. Support will be provided in implementing State Standards and aligning individual school site library services with the California Model School Library Standards. Assistance will be provided in the completion of the annual CDE Library Survey pursuant to Section 18122 of the California Education Code. Up to 6 days of professional development will be provided to school site Library/Media Techs from September 1, 2021 to June 30, 2022. This item is reflected in LCAP Goal 1, action 17.

#### **FISCAL IMPACT:**

\$5,280.00 – Title 1

#### **RECOMMENDATION:**

It is recommended by the Director, Curriculum, Accountability & Instruction, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #21-121 with Ventura County Office of Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #21-121, Ventura County Office of Education \(2 Pages\)](#)

**AGREEMENT #21-121 BETWEEN  
VENTURA COUNTY OFFICE OF EDUCATION  
AND  
OXNARD SCHOOL DISTRICT  
FOR  
K-8 LIBRARY SUPPORT SERVICES**

The scope of this document is to define the roles and responsibilities of the Ventura County Office of Education Coordinator of Library, Media, Reading, and Literacy in providing Oxnard School District, hereafter called “the District” with Library Support Services. The purpose is to support staff and students by providing regular and effective library support services as follows:

1. Provide library support services pursuant to Section 18100 of the California Education Code to the school sites of Oxnard School District.
2. Provide support in implementing State Standards and aligning individual school site library services with the California Model School Library Standards to include the following:
  - a. Provide direct support in the selection and cataloging of library materials to correlate with site needs and support standards-based curriculum
  - b. Provide professional development and training for library staff regarding library materials use, organization, programming, collection development, and standard library procedure and use
  - c. Provide professional development training for library staff to support efforts to integrate information literacy and technology skills into all areas of learning
  - d. Assist in site-specific inventory and assessment of library materials, programming and student/teacher needs
  - e. Provide professional development training for library staff on repair, weeding, and disposal of obsolete materials that conform to approved district policies and procedures to maintain a healthy library collection
  - f. Provide distance-based support on an as-needed basis (via telephone or e-mail)
3. Assist in the completion of the annual CDE Library Survey pursuant to Section 18122 of the California Education Code.
4. Perform any or all of the following duties as authorized:
  - a. Instruct students in accessing, evaluating, using and integrating information and resources in the library program
  - b. Plan and coordinate school library programs with the instructional programs of a school district through collaboration with teachers
  - c. Select materials for school and district libraries
  - d. Develop programs for and deliver staff development for school library

This serves as a Memorandum of Understanding and Responsibility Agreement that “**the District**” and the **Ventura County Office of Education** will work together toward promoting effective library services. Each agency, according to its defined role, agrees to participate in coordinating, providing, and financing these services for the purpose of this agreement.

1. **Ventura County Office of Education, Instructional Services Support Department, agrees to:**  
Provide 6 days of library support services on a date to be mutually determined between September 1, 2021, through June 30, 2022. Library support services to be provided by VCOE Coordinator-Library, Media, Reading, and Literacy at a rate of \$880.00. Total cost for library services not to exceed \$5,280.00.
2. **The District agrees to:**
  - a. Pay Ventura County Office of Education for VCOE Coordinator-Library, Media, Reading, and Literacy for services, not to exceed \$5,280.00.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented September 1, 2021, until June 30, 2022.

**For the Oxnard School District**

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

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

**For the Ventura County Office of Education, Educational Services Branch**

\_\_\_\_\_  
**Lisa Salas Brown., Associate Superintendent**

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

\_\_\_\_\_  
**Lisa Cline, Executive Director of Internal Business Services**

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** October 06, 2021

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

### **Ratification of Agreement #21-125, John J. Labriola (Quinto/Miller)**

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John J. Labriola will assist the Facilities Department in verifying the actual square footage of all school buildings for use by Facilities in its operations.

**Term of Agreement: October 1, 2021 through January 31, 2022**

#### **FISCAL IMPACT:**

\$7,200.00 (per hourly rate of \$85.00 and including mileage reimbursement) – General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Facilities, that the Board of Trustees ratify Agreement #21-125 with John J. Labriola as outlined above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-125, John J. Labriola \(13 Pages\)](#)  
[Proposal \(2 Pages\)](#)

**OXNARD SCHOOL DISTRICT**

**Agreement #21-125**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 6th day of October 2021 by and between the Oxnard School District (“District”) and John J. Labriola (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

**RECITALS**

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **October 1, 2021 through January 31, 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 Seven Thousand Two Hundred Dollars (\$7,200.00), per hourly rate of \$85.00, and including mileage reimbursement, unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [\_\_\_\_] does [X] does not qualify as a “designated employee”.

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

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been required to do so by the District.

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

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

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

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

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

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

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

- d. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit C "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

**To District:** Oxnard School District  
1055 South C Street  
Oxnard, California, 93030  
Attention: Dana Miller  
Phone: (805) 385.1514 x2501  
Fax: (805) 486.5848

**To Consultant:** John J. Labriola  
570 Calle Tulipan  
Thousand Oaks, CA 91360  
Phone: (805) 231.0538  
Email: jglabriola@verizon.net

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.** DANA MILLER shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed Exhibit D "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

**OXNARD SCHOOL DISTRICT:**

**JOHN J. LABRIOLA:**

\_\_\_\_\_  
*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 #21-125

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-125**

**SERVICES**

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

**PER ATTACHED PROPOSAL DATED 8/30/2021**

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

**PER ATTACHED PROPOSAL DATED 8/30/2021**

III. During performance of the Services, Consultant will keep the District apprised of the status of performance by delivering the following status reports under the indicated schedule:

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

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

- None.
- Per attached proposal

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

- None.
- Per attached proposal

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 #21-125

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-125**

**COMPENSATION**

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

Total Compensation Not to Exceed \$7,200.00, per hourly rate of \$85.00, and including mileage reimbursement

**II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.**

**III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**IV. The total compensation for the Services shall not exceed \$7,200.00, per hourly rate of \$85.00, and including mileage reimbursement, as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #21-125

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-125**

**INSURANCE**

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

~~\_\_\_\_\_ (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

~~\_\_\_\_\_ (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:~~

~~\_\_\_\_\_ Accountants, Attorneys, Education Consultants, \$1,000,000~~  
~~\_\_\_\_\_ Nurses, Therapists~~

~~\_\_\_\_\_ Architects \$1,000,000 or \$2,000,000~~

~~\_\_\_\_\_ Physicians and Medical Corporations \$5,000,000~~

~~**Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination**~~

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #21-125

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 #21-125

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-125**

**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **JOHN J. LABRIOLA**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

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

*Lisa A. Franz*  
*Director, Purchasing*

John J. Labriola  
Project Consultant  
570 Calle Tulipan  
Thousand Oaks, CA 91360  
(805) 231-0538 Cell  
jglabriola@verizon.net

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8/30/21

**To:** Oxnard School District  
Facilities Department  
1055 South C Street  
Oxnard Ca. 93030

**Attn:** Dana Miller

**Re:** Oxnard School District School Site Square Footage Survey.

Dear Dana,

As per our meeting on 8/25/21 regarding the Oxnard School District School Sites square footage survey for custodial service staffing, I am pleased to forward this proposal for consultant services to assist the District in verifying campus building areas for the purpose of determining custodial staffing for each school site listed by the District (See attached).

The following is a proposal for services:

1. Provide the District with building area square footage calculations for each school site on the attached list of campuses for the purpose of determining required custodial staff.
2. I will coordinate with the District Custodial Manager for each site to determine custodial service areas to be included in area calculations.
3. Time available to perform services will be approximately 25 hours per week.
4. Compensation for services will be invoiced at **\$85.00/hr.**
5. Total billing is **not to exceed \$7,200.00.**
6. Trips to Oxnard will be billed at a 3 hour minimum plus mileage.
7. Billable Hours and reimbursements will be invoiced on a monthly basis, payable within 30 days of receipt.

Please call me if you have any questions or need any further information. Please forward written confirmation of acceptance if the above proposal is satisfactory. I look forward to working with the District Facilities Department.

Sincerely,



John J. Labriola,  
Project Consultant  
JJL/District Proposal\_083021



R22-01274



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 06, 2021

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

### **Ratification of Agreement #21-126, USC - Department of Otolaryngology (DeGenna/Jefferson)**

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USC – Department of Otolaryngology shall provide professional development training for Special Education and Hard of Hearing teachers during the 2021-2022 school year.

**Term of Agreement:** September 30, 2021 through June 30, 2022

#### **FISCAL IMPACT:**

\$2,250.00 – 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 #21-126 with USC – Department of Otolaryngology.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-126, USC - Dept. of Otolaryngology \(13 Pages\)](#)  
[Invoices \(2 Pages\)](#)

## OXNARD SCHOOL DISTRICT

### Agreement #21-126

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 6th day of October 2021 by and between the Oxnard School District (“District”) and USC – Department of Otolaryngology (“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 **September 30, 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 Two Thousand Two Hundred Fifty Dollars (\$2,250.00), unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [\_\_\_\_] does [X] does not qualify as a “designated employee”.

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

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been required to do so by the District.

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

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

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

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

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

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

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

- d. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit C "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Danielle Jefferson  
Phone: (805) 385.1501 x2175  
Fax: (805) 487.9648

**To Consultant:** USC – Department of Otolaryngology  
1537 Norfolk St., Suite 5800  
Los Angeles, CA 90033  
Phone: (323) 442.9918  
Email: jenny.hu@med.usc.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.** 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. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

**OXNARD SCHOOL DISTRICT:**

**USC – DEPARTMENT OF OTOLARYNGOLOGY:**

\_\_\_\_\_  
*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 #21-126

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-126**

**SERVICES**

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

**PER ATTACHED INVOICES**

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

**PER ATTACHED INVOICES**

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

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

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

None.

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

None.

**VII. AMENDMENT**

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related  
 Project #21-126

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-126**

**COMPENSATION**

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

Total Compensation Not to Exceed \$2,250.00

**II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.**

**III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**IV. The total compensation for the Services shall not exceed \$2,250.00, as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #21-126

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-126**

**INSURANCE**

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

~~\_\_\_\_\_ (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

~~\_\_\_\_\_ (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:~~

~~\_\_\_\_\_ Accountants, Attorneys, Education Consultants, \$1,000,000~~  
~~\_\_\_\_\_ Nurses, Therapists~~

~~\_\_\_\_\_ Architects \$1,000,000 or \$2,000,000~~

~~\_\_\_\_\_ Physicians and Medical Corporations \$5,000,000~~

~~**Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination**~~

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #21-126

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 #21-126

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-126**

**CONFLICT OF INTEREST CHECK**

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached  constitute  do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **USC – DEPARTMENT OF OTOLARYNGOLOGY**, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

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

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

*Lisa A. Franz*  
*Director, Purchasing*





## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 06, 2021

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

### **Ratification of Agreement/MOU #21-127 - Ventura County Office of Education - Interdistrict Transfer (Aguilera-Fort/DeGenna)**

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The Interdistrict Transfer Agreement/MOU will serve as an understanding between local districts listed that an agreement has been made to permit pupils who reside in one of the districts to attend in another based on the terms and conditions of the Agreement/MOU. This Agreement/MOU shall be for a term of five (5) school years commencing with the 2021-22 school year and ending at the conclusion of the 2025-26 school year.

#### **FISCAL IMPACT:**

None.

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #21-127 with Ventura County Office of Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement/MOU #21-127 \(22 pages\)](#)

**Interdistrict Transfer Memorandum of Understanding  
May 2021**

In accordance with Education Code 46600, the Governing Boards of each of the following districts: Briggs Elementary School District, Conejo Valley Unified School District, Fillmore Unified School District, Hueneme Elementary School District, Mesa Union Elementary School District, Moorpark Unified School District, Mupu Elementary School District, Oak Park Unified School District, Ocean View Elementary School District, Ojai Unified School District, Oxnard Elementary School District, Oxnard Union High School District, Pleasant Valley School District, Rio Elementary School District, Santa Clara Elementary School District, Santa Paula Unified School District, Simi Valley Unified School District, Somis Union School District and Ventura Unified School District (jointly referred to as “the Districts”) hereby agree to permit pupils who reside in one of the Districts to attend in the other based on the following terms and conditions:

1. This MOU shall be for a term of five (5) school years commencing with the 2021-22 school year and ending at the conclusion of the 2025-26 school year.
2. The Districts understand and agree that each parent/guardian who resides within one of the participating districts but desires for their child to attend in the other district shall be required to sign a one-year Interdistrict Transfer Agreement (“Agreement”). The form of that Agreement is attached as Exhibit A and is incorporated by reference as though fully set forth herein. The district of attendance will determine on a year-to-year basis whether to renew the pupil’s Agreement.
3. The Districts agree that once the Districts sign the Agreement for a particular pupil, the district of residence will not be required to sign the Agreement for that pupil for the subsequent 4 school years. By signing the Agreement in Year 1, the district of residence intends to release the student from attendance in that district for 5 school years.
4. The Districts agree that a pupil who has been determined by personnel of either the school district of residence or the school district of proposed enrollment to have been the victim of an act of bullying, as defined in subdivision (r) of Section 48900, committed by a pupil of the school district of residence shall, at the request of the person having legal custody of the pupil, be given priority for interdistrict attendance under any existing interdistrict attendance agreement or, in the absence of an agreement, be given additional consideration for the creation of an interdistrict attendance agreement.
5. The Districts recognize that a school district of residence shall not prohibit the transfer of a pupil who is a child of an active-duty military parent to a school district of proposed enrollment if the school district of proposed enrollment approves the transfer permit.
6. The Districts shall establish appropriate internal controls for the issuance and acceptance of Agreements. At a minimum the district of residence shall provide the district of attendance a copy of all transfer Agreements issued, and the district of attendance shall notify the district of residence upon its acceptance of pupils with valid Agreements.
7. The Districts understand and agree that a pupil who is granted an interdistrict transfer to another district who is a party to this Memorandum of Understanding shall be subject to the terms and conditions set forth in the Interdistrict Transfer Agreement attached hereto as Exhibit A and may have his/her attendance revoked during the school year, or non-renewed for the following school year, based on any of the reasons set forth in Exhibit A.

Revocations of an interdistrict permit by the district of attendance, based on the terms and conditions stated on the transfer agreement, may not be appealed to the County Board of Education for the remainder of the current school year.

8. Students with Disabilities being served under the SELPA Local Plan Interdistrict Charts are not subject to this agreement.

# INTERDISTRICT TRANSFER AGREEMENT FOR SCHOOL DISTRICTS IN VENTURA COUNTY

EXHIBIT A

<b>STEP 1: To be completed by parent/guardian (Please print)</b>		<input type="checkbox"/> New Application	<input type="checkbox"/> Renewal
School Year: <input type="checkbox"/> Current year <input type="checkbox"/> Future year 20_____ – 20_____		Grade Requested	Date of Request
Student Name (Last, First)		Birth Date	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female
Current or Last School of Attendance		Current or Last District of Attendance	
School of Residence		District of Residence	
School Requested		District Requested	
Parent/Guardian Name		Contact Numbers:	
Address		Home: _____	
		Work: _____	
		Cell: _____	
City/Zip		Email Address: _____	
Is the student currently pending disciplinary action or under an expulsion order? <input type="checkbox"/> Yes <input type="checkbox"/> No			
What special services has the student received? <i>(Check all that apply and attach proof of enrollment in the special program.)</i>			
<input type="checkbox"/> Gifted (GATE)	<input type="checkbox"/> Section 504	<input type="checkbox"/> Special Education	<input type="checkbox"/> English Language Learner
If the student is receiving Special Education services, what is their current placement? <i>(Please attach IEP.)</i>			
<input type="checkbox"/> Special Day (SDC)	<input type="checkbox"/> Resource (RSP)	<input type="checkbox"/> Non-Public School (NPS)	<input type="checkbox"/> Pending Assessment
What is/are the reason(s) for the request? <i>(Check all that apply. See section on "Documentation Required" for a listing of proof/evidence required to support each reason checked.)</i>			
<input type="checkbox"/> Child Care	<input type="checkbox"/> Parent Employment	<input type="checkbox"/> Sibling	<input type="checkbox"/> Health & Safety
<input type="checkbox"/> Specialized Program			
<input type="checkbox"/> Continuing Enrollment	<input type="checkbox"/> Complete Final Year at Current School	<input type="checkbox"/> Proposed Change in Residence	<input type="checkbox"/> Other (Please specify in a letter)

I have read the terms and conditions and understand the regulations and policies governing interdistrict attendance permits and hereby submit my application. I declare under penalty of perjury that the information provided above is true and accurate. I understand that the information provided is subject to verification and that the mere act of completing this application and providing all the required documentation **DOES NOT** guarantee that the request will be approved.

Parent/Guardian Signature: \_\_\_\_\_ Relationship to Student: \_\_\_\_\_

<b>STEP 2: District of Residence</b>	<b>STEP 3: Proposed District of Attendance</b>
--------------------------------------	--

Decision:  Approved  Denied Date: \_\_\_\_\_ Decision:  Approved  Denied Date: \_\_\_\_\_

Comments: \_\_\_\_\_ Comments: \_\_\_\_\_

Authorizing Signature: \_\_\_\_\_ Authorizing Signature: \_\_\_\_\_

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

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

**IMPORTANT:** If the interdistrict transfer request is approved by the district of residence (Step 2), the parent/guardian is responsible for submitting a copy of the approved agreement AND the actual release permit along with all documentation submitted in Step 2 to the proposed district of attendance (Step 3).

All applications must include a copy of the most current transcript and/or report card and the documentation requested to support each reason provided. Below is a chart of documentation that must be attached to the application at the time of submission. Additional documentation may be required. Please note that incomplete applications will not be processed. Requests will be considered based on local board policies.

Reason for Request	Documentation Required
<b>Child Care</b>	<ul style="list-style-type: none"> <li>▪ Proof of employment of all parents/guardians who are involved in the student's life on a day-to-day basis               <ul style="list-style-type: none"> <li>- Copy of a recent pay stub; and</li> <li>- Letter on the employer's stationery verifying schedule (hours and days) and location of employment; or</li> <li>- If self-employed, letter stating schedule (hours and days) and location of employment</li> </ul> </li> <li>▪ Letter from the adult, center or organization providing child care               <ul style="list-style-type: none"> <li>- Name, address and contact information of the adult, center or organization</li> <li>- Child care license number and fees, if applicable</li> <li>- Hours of operation for the center or organization, or hours that the student is under care</li> <li>- Length of time student has been under care by the adult, center or organization</li> </ul> </li> <li>▪ Letter from parent/guardian explaining the circumstances that an interdistrict permit is necessary for child care reasons</li> </ul>
<b>Parent Employment</b>	<ul style="list-style-type: none"> <li>▪ Proof of employment of all parents/guardians working within the proposed district of attendance boundaries who are involved in the student's life on a day-to-day basis               <ul style="list-style-type: none"> <li>- Copy of a recent pay stub; and</li> <li>- Letter on the employer's stationery verifying schedule (hours and days) and location of employment; or</li> <li>- If self-employed, letter stating schedule (hours and days) and location of employment</li> </ul> </li> <li>▪ Letter from parent/guardian explaining the circumstances that an interdistrict permit is necessary for parent employment reasons</li> </ul>
<b>Sibling</b>	<ul style="list-style-type: none"> <li>▪ Name, grade and school where the sibling attends (sibling must already attend the proposed district of attendance)</li> <li>▪ Copy of the sibling's last report card</li> <li>▪ Copy of the sibling's release permit from the district of residence</li> </ul>
<b>Health &amp; Safety</b>	<ul style="list-style-type: none"> <li>▪ Letter or report from a doctor, psychologist, or other appropriate person verifying health-related issues (if applicable)</li> <li>▪ Police or school report supporting safety-related issues (if applicable)</li> <li>▪ Letter from parent/guardian explaining the circumstance that an interdistrict permit is necessary for health and safety reasons</li> </ul>
<b>Specialized Program</b>	<ul style="list-style-type: none"> <li>▪ Copy of the flyer, brochure, or other informational material detailing the specialized program in which the student is interested</li> <li>▪ Letter from parent/guardian expressing the extent of the student's interest in the specialized program, and how the program is either unavailable or not comparable at the district of residence</li> </ul>
<b>Continuing Enrollment</b>	<ul style="list-style-type: none"> <li>▪ Copy of the student's last report card</li> <li>▪ Letter from parent/guardian stating the enrollment history (grade and school/district) of the student since kindergarten</li> </ul> <p><b>Please note:</b> Continuing enrollment applies to students who move during the summer or during the school year and wish to continue at the last school of enrollment. This reason for a request can also apply to those districts that request that a student returns for a release permit when they are matriculating from one grade span and wish to continue on through the next grade span in the proposed district of attendance (such as from elementary to middle or from middle to high).</p>
<b>Final Year</b>	<ul style="list-style-type: none"> <li>▪ Copy of the student's last report card</li> </ul> <p><b>Please note:</b> Final Year is the highest grade served by the school. This reason for a request applies to students who move during the summer or during the school year and wish to continue at the last school of enrollment.</p>
<b>Change in Residence</b>	<ul style="list-style-type: none"> <li>▪ Copy of escrow documents; or</li> <li>▪ Rental Agreement</li> </ul>

#### TERMS AND CONDITIONS

- An interdistrict permit is granted or denied based on the terms and conditions stated in board policy.
- Once an interdistrict permit has been granted, a student is not required to reapply unless an agreement between the governing boards of the district of residence and the district of attendance states otherwise.
- A permit may be revoked at any time by the district of attendance for the following reasons:
  - Student is excessively tardy or absent from school, or student is brought to school excessively early or picked-up excessively late.
  - Student fails to uphold appropriate behavior standards.
  - Student fails to make appropriate academic efforts.
  - False or misleading information was provided on the Interdistrict Transfer Agreement and/or accompanying documentation.
  - Other conditions that occur that would render continuance inadvisable.
- Students entering grades 11 and 12 shall not have their permits rescinded by either district.
- Approval is subject to space availability in the district and may not be at the site requested.
- If the student participates in any athletic program governed by the California Interscholastic Federation (CIF), he/she may not be eligible to participate at the new school. Parent/guardian should check the CIF rules before submitting this application.
- Students who are either moving to or from the Ventura County SELPA and the Los Angeles County SELPA will be asked to obtain an Inter-SELPA Agreement for Individuals with Exceptional Needs.
- No financial obligation shall be incurred by the district of residence for services rendered under this agreement.
- The parent/guardian is responsible for providing transportation to and from school.

**Interdistrict Transfer Memorandum of Understanding  
May 2021**

*IN WITNESS WHEREOF, the parties hereto set their hands.*

  
\_\_\_\_\_

Briggs Elementary S.D.

\_\_\_\_\_

Conejo Valley Unified S.D.

\_\_\_\_\_

Fillmore Unified S.D.

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Hueneme Elementary S.D.

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Mesa Union S.D.

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Moorpark Unified S.D.

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Mupu Elementary S.D.

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Oak Park Unified S.D.

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Ocean View S.D.

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Ojai Unified S.D.

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Oxnard Elementary S.D.

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Oxnard Union High S.D.

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Pleasant Valley S.D.

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Rio Elementary S.D.

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Santa Clara Elementary S.D.

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Santa Paula Unified S.D.

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Simi Valley Unified S.D.

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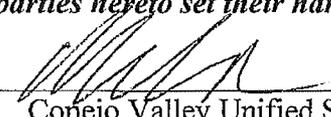
Somis Union S.D.

\_\_\_\_\_

Ventura Unified S.D.

**Interdistrict Transfer Memorandum of Understanding  
May 2021**

*IN WITNESS WHEREOF, the parties hereto set their hands.*

_____ Briggs Elementary S.D.	 _____ Conejo Valley Unified S.D.	_____ Fillmore Unified S.D.
_____ Hueneme Elementary S.D.	_____ Mesa Union S.D.	_____ Moorpark Unified S.D.
_____ Mupu Elementary S.D.	_____ Oak Park Unified S.D.	_____ Ocean View S.D.
_____ Ojai Unified S.D.	_____ Oxnard Elementary S.D.	_____ Oxnard Union High S.D.
_____ Pleasant Valley S.D.	_____ Rio Elementary S.D.	_____ Santa Clara Elementary S.D.
_____ Santa Paula Unified S.D.	_____ Simi Valley Unified S.D.	_____ Somis Union S.D.
	_____ Ventura Unified S.D.	

**Interdistrict Transfer Memorandum of Understanding  
May 2021**

*IN WITNESS WHEREOF, the parties hereto set their hands.*



\_\_\_\_\_  
Briggs Elementary S.D.

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Conejo Valley Unified S.D.

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Fillmore Unified S.D.

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Hueneme Elementary S.D.

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Mesa Union S.D.

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Moorpark Unified S.D.

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Mupu Elementary S.D.

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Oak Park Unified S.D.

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Ocean View S.D.

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Ojai Unified S.D.

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Oxnard Elementary S.D.

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Oxnard Union High S.D.

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Pleasant Valley S.D.

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Rio Elementary S.D.

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Santa Clara Elementary S.D.

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Santa Paula Unified S.D.

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Simi Valley Unified S.D.

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Somis Union S.D.

\_\_\_\_\_  
Ventura Unified S.D.

**Interdistrict Transfer Memorandum of Understanding  
May 2021**

*IN WITNESS WHEREOF, the parties hereto set their hands.*

\_\_\_\_\_  
Briggs Elementary S.D.

\_\_\_\_\_  
Conejo Valley Unified S.D.

\_\_\_\_\_  
Fillmore Unified S.D.

*Christine Walker*  
\_\_\_\_\_  
Hueneme Elementary S.D.

\_\_\_\_\_  
Mesa Union S.D.

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Moorpark Unified S.D.

\_\_\_\_\_  
Mupu Elementary S.D.

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Oak Park Unified S.D.

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Ocean View S.D.

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Ojai Unified S.D.

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Oxnard Elementary S.D.

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Oxnard Union High S.D.

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Pleasant Valley S.D.

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Rio Elementary S.D.

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Santa Clara Elementary S.D.

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Santa Paula Unified S.D.

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Simi Valley Unified S.D.

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Somis Union S.D.

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Ventura Unified S.D.

**Interdistrict Transfer Memorandum of Understanding  
May 2021**

*IN WITNESS WHEREOF, the parties hereto set their hands.*

\_\_\_\_\_  
Briggs Elementary S.D.

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Conejo Valley Unified S.D.

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Fillmore Unified S.D.

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Hueneme Elementary S.D.



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Mesa Union S.D.

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Moorpark Unified S.D.

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Mupu Elementary S.D.

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Oak Park Unified S.D.

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Ocean View S.D.

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Ojai Unified S.D.

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Oxnard Elementary S.D.

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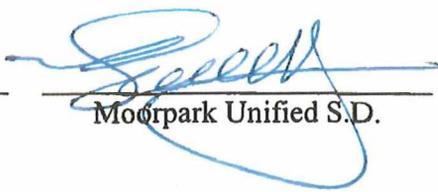
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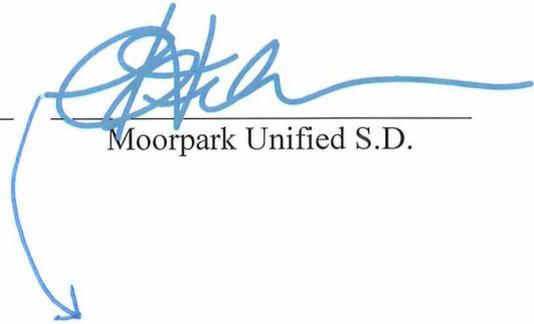
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	_____ Ventura Unified S.D.	



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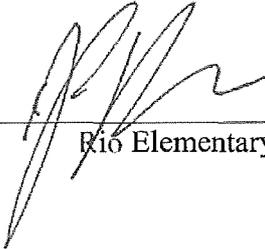
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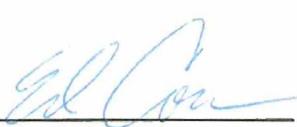
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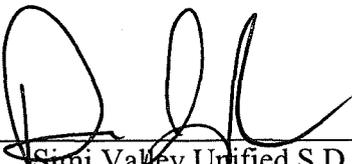
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## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth F. Quinto, CPA

**Date of Meeting:** October 06, 2021

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

### **Ratification of Change Order #001 to Field Contract #FC-P21-03696 with Sam Hill & Sons Inc. for the Removal/Replacement of Concrete at Fremont (Quinto/Miller)**

---

On June 23, 2021, the Board of Trustees approved the Award of Field Contract #FC-P21-03696 to remove and replace concrete sections at Fremont Academy with Sam Hill & Sons Inc., in the amount of \$51,500.00.

Change Order #001, in the amount of \$2,921.50, addresses unforeseen conditions encountered while removing trees that required additional base material to be delivered and installed to complete the installation of the concrete pad, for a new total contract amount of \$54,421.50.

#### **FISCAL IMPACT:**

\$2,921.50 – Deferred Maintenance Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Change Order #1 to Field Contract #FC-P21-03696 with Sam Hill & Sons Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Change Order #001 \(2 Pages\)](#)

[Change Order Request Back \(8 Pages\)](#)

[Field Contract #FC-P21-03696, Sam Hill & Sons Inc. \(3 Pages\)](#)



# CHANGE ORDER

Date: 10-6-21

CHANGE ORDER NO. 001

PROJECT: Remove-Replace Concrete at Fremont  
O.S.D. BID No. N/A  
O.S.D. Agreement No. FC-P21-03696

OWNER: Oxnard School District  
1051 South A Street  
Oxnard, CA. 93030

ARCHITECT:

CONTRACTOR: Sam Hill & Sons Inc.  
PO Box 5670  
Ventura, CA 93005

Architects Proj. No.: N/A  
D.S.A. File No.: N/A  
D.S.A. App. No.: N/A

Attn: Steven T. Moreno

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

ORIGINAL CONTRACT SUM.....	\$ 51,500.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 0
ADJUSTED CONTRACT SUM.....	\$ 51,500.00
<b>NET CHANGE -</b>	<b>\$ 2,921.50</b>
Total Change Orders to Date: .....	\$ 2,921.50
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO.....	\$ 54,421.50
Commencement Date: .....	July 19, 2021
Original Completion Date: .....	August 13, 2021
Original Contract Time: .....	25 calendar days
Time Extension for all Previous Change Orders: .....	None
Time Extension for this Change Order: .....	None
Adjusted Completion Date: .....	N/A
Percentage .....	5.37%

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	EWT #5251072121 (Base Material)	\$2,068.20			
2.	Payment & Performance Bond	\$742.00			
3.	Contractor Markup (15%)	\$111.30			
4.					
5.					
6.					
	Totals	\$2,921.50			

Total Change Order No. 001 ..... \$ 2,921.50

*\*NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

**APPROVAL (REQUIRED):**

ARCHITECT: \_\_\_\_\_ N/A \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

OSD DSA INSPECTOR: \_\_\_\_\_ N/A \_\_\_\_\_ DATE: \_\_\_\_\_

FACILITIES DIRECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPROVAL (REQUIRED):**

BOARD APPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_

ASST. SUPT./PURCHASING DIRECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

DSA APPROVAL \_\_\_\_\_ DATE: \_\_\_\_\_



P.O. BOX 5670  
 VENTURA, CA 93005  
 License No. 648594

Phone: (805) 644-6278  
 Fax: (805) 644-2813  
 Website: samhillandsons.com

REQUEST FOR CHANGE ORDER (RFC): 1

Date: 07/27/21

Contract Number: #FC-P21-03696

Customer: Oxnard School District

Project Name: Fremont School Concrete Improvements

SH&S Job Number: 5251.21

	ITEM	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
1	Payment & Performance Bond	1	LS	\$ 742.00	\$ 742.00
2	Contractor Markup (15%)	1	LS	\$ 111.30	\$ 111.30
3					
4					
5					
6					

TOTAL FOR THIS REQUEST FOR CHANGE: \$ 853.30

Reason for Change: RFP did not include stipulation for bond, so it was added as a Change Order per the direction of Oxnard School District.

Submitted By: Steve Moreno

Date: 7/27/2021

Approved By:   
Marcos Lopez

Date: 8/31/21



Mail payment to:  
 Brown & Brown Insurance  
 Services of California Inc.  
 P.O. Box 743053  
 Los Angeles, CA 90074-3053

Overnight payment to:  
 Brown & Brown Insurance  
 Services of California Inc.  
 Lockbox 743053  
 2706 Media Center Drive  
 Los Angeles, CA 90065-1733

To Pay Online: [bbofcalsb.epaypolicy.com](https://bbofcalsb.epaypolicy.com)

Sam Hill & Sons Inc.  
 PO Box 5670  
 Ventura, CA 93005

# INVOICE

<b>Customer</b>	Sam Hill & Sons Inc.
<b>Acct #</b>	65917
<b>Date</b>	07/22/2021
<b>Customer Service</b>	(805)965-0071
<b>Page</b>	1 of 1

Payment Information	
<b>Invoice Summary</b>	\$ 742.00
<b>Payment Amount</b>	
<b>Payment for:</b>	Invoice#6179800
100581975	

Thank You

Please detach and return with payment



Customer: Sam Hill & Sons Inc.

Invoice	Effective	Transaction	Description	Amount
6179800	06/23/2021	New business	Policy #100581975 06/23/2021-06/23/2022 Tokio Marine Holdings, Inc. / U.S. Specialty Insurance Company \$51,500 Oxnard School Dist - New business	742.00

For online payments, please visit - <a href="https://bbofcalsb.epaypolicy.com">https://bbofcalsb.epaypolicy.com</a>	<b>Total</b>
Mail checks payable to: Brown & Brown Insurance Services of CA, Inc.	\$ 742.00

Thank You

Please Remit Payment Upon Receipt

Brown & Brown Insurance Services of California, License #0D04053 1001 Mark Avenue, Suite 201 Carpinteria, CA 93013	(805)965-0071	<b>Date</b>
		07/22/2021



P.O. BOX 5670  
 VENTURA, CA 93005  
 License No. 648594

Phone: (805) 644-6278  
 Fax: (805) 644-2813  
 Website: samhillandsons.com

REQUEST FOR CHANGE ORDER (RFC): 2

Date: 07/27/21

Contract Number: #FC-P21-03696

Customer: Oxnard School District

Project Name: Fremont School Concrete Improvements

SH&S Job Number: 5251.21

	ITEM	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL
1	EWT#5251072121	1	LS	\$ 2,068.20	\$ 2,068.20
2					
3					
4					
5					
6					

TOTAL FOR THIS REQUEST FOR CHANGE: \$ 2,068.20

**Reason for Change:** Proposal did not include importing base material, which ended up being required and was performed on a Time & Material basis at the direction of Oxnard School District.

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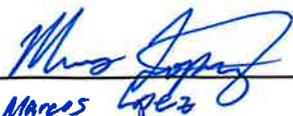
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Submitted By: Steve Moreno

Date: 7/27/2021

Approved By:   
 Marcos Lopez

Date: 8/31/21

# Priced Ticket



P.O. BOX 5670  
VENTURA, CA 93005  
License No. 648594

Phone: (805) 644-6278  
Fax: (805) 644-2813  
Website: samhillandsons.com

Form Reset Button

## EXTRA WORK TICKET

<b>Date:</b>	7-21-21
<b>Job #:</b>	5251

<b>Customer:</b>	Oxnard School District
<b>Location:</b>	Fremont School Oxnard
<b>Day:</b>	Wednesday

<b>EWT#</b>	5251072121
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LABOR		STRAIGHT TIME			PREMIUM TIME			DOUBLE TIME			
NAME	Class	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount	
Manny Gomez	Foreman	3	\$ 115.00	\$ 345.00			\$ 0.00			\$ 0.00	
Brandon Passno	Operator	3	\$ 109.00	\$ 327.00			\$ 0.00			\$ 0.00	
Andrew Vasquez	Laborer	3	\$ 89.00	\$ 267.00			\$ 0.00			\$ 0.00	
Turk Rangel	Laborer	3	\$ 89.00	\$ 267.00			\$ 0.00			\$ 0.00	
Gary Crites	Laborer	3	\$ 89.00	\$ 267.00			\$ 0.00			\$ 0.00	
	N/A			\$ 0.00			\$ 0.00			\$ 0.00	
	N/A			\$ 0.00			\$ 0.00			\$ 0.00	
	N/A			\$ 0.00			\$ 0.00			\$ 0.00	
	N/A			\$ 0.00			\$ 0.00			\$ 0.00	
	N/A			\$ 0.00			\$ 0.00			\$ 0.00	
	N/A			\$ 0.00			\$ 0.00			\$ 0.00	
	N/A			\$ 0.00			\$ 0.00			\$ 0.00	
<b>TOTAL</b>				\$ 1,473.00	<b>TOTAL</b>			\$ 0.00	<b>TOTAL</b>		\$ 0.00

SUBCONTRACTOR/RENTED EQUIPMENT		
Description	Ticket #	Amount
<b>TOTAL</b>		\$ 0.00

OWNED EQUIPMENT				
Number	Description	Hours	Rate	Amount
PU-145	Chevy2500HD	1	\$ 28.00	\$ 28.00
GT-127	Chevy 2500HD	3	\$ 57.00	\$ 171.00
DT-128	DUMPTRUCK	3	\$ 40.00	\$ 120.00
RT-4	Rammer	3	\$ 18.00	\$ 54.00
VP-15	Viberplate	3	\$ 18.00	\$ 54.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
<b>TOTAL OWNED EQUIPMENT</b>				\$ 427.00

MATERIAL		
Description	Quan.	Amount
State Ready Mix Recycling 223846	7.34 tons	
State Ready Mix Recycling 223873	4.07 tons	\$ 146.26
<b>TOTAL</b>		\$ 146.26

**Foreman:**

**Approval:** \_\_\_\_\_

REMARKS
Worked time and materials per Marcos Lopez with the Oxnard School District, on compacting where trees where demoed, and having to bring in 11tons of base to grade and compact to make grade.

SUBTOTAL	
<b>LABOR</b>	\$ 1,473.00
<b>MATERIAL</b>	\$ 146.26
<b>OWNED EQUIPMENT</b>	\$ 427.00
<b>SUBCONTRACTOR/RENTED EQUIPMENT</b>	\$ 0.00
<b>% O.H &amp; PROFIT</b>	\$ 21.94
<b>GRAND TOTAL</b>	\$ 2,068.20

# SIGNED TICKET



P.O. BOX 5670  
VENTURA, CA 93005  
License No. 648594

Phone: (805) 644-6278  
Fax: (805) 644-2813  
Website: samhillandsons.com

## EXTRA WORK TICKET

<b>Date:</b>	7-21-21
<b>Job #:</b>	5251

<b>Customer:</b>	Oxnard School District
<b>Location:</b>	Fremont School Oxnard
<b>Day:</b>	Wednesday

<b>EWT#</b>	5251072121
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LABOR		STRAIGHT TIME			PREMIUM TIME			DOUBLE TIME			
NAME	Class	Hours	Rate	Amount	Hours	Rate	Amount	Hours	Rate	Amount	
Manny Gomez	Foreman	3		\$ 0.00			\$ 0.00			\$ 0.00	
Brandon Passno	Operator	3		\$ 0.00			\$ 0.00			\$ 0.00	
Andrew Vasquez	Laborer	3		\$ 0.00			\$ 0.00			\$ 0.00	
Turk Rangel	Laborer	3		\$ 0.00			\$ 0.00			\$ 0.00	
Gary Crites	Laborer	3		\$ 0.00			\$ 0.00			\$ 0.00	
	N/A			\$ 0.00			\$ 0.00			\$ 0.00	
	N/A			\$ 0.00			\$ 0.00			\$ 0.00	
	N/A			\$ 0.00			\$ 0.00			\$ 0.00	
	N/A			\$ 0.00			\$ 0.00			\$ 0.00	
	N/A			\$ 0.00			\$ 0.00			\$ 0.00	
	N/A			\$ 0.00			\$ 0.00			\$ 0.00	
	N/A			\$ 0.00			\$ 0.00			\$ 0.00	
<b>TOTAL</b>				\$ 0.00	<b>TOTAL</b>			\$ 0.00	<b>TOTAL</b>		

SUBCONTRACTOR/RENTED EQUIPMENT		
Description	Ticket #	Amount
<b>TOTAL</b>		\$ 0.00

OWNED EQUIPMENT				
Number	Description	Hours	Rate	Amount
Pu-145	Chevy2500HD	1		\$ 0.00
GT-127	Chevy 2500HD	3		\$ 0.00
DT-128	DUMPTRUCK	3		\$ 0.00
RT-4	Rammer	3		\$ 0.00
VP-15	Viberplate	3		\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
				\$ 0.00
<b>TOTAL OWNED EQUIPMENT</b>				\$ 0.00

MATERIAL		
Description	Quan.	Amount
State Ready Mix Recycling 223846	7.34tons	
State Ready Mix Recycling 223873	4.07tons	
<b>TOTAL</b>		\$ 0.00

REMARKS
Worked time and materials per Marcos Lopez with the Oxnard School District, on compacting were trees where demoed , and having to bring in 11tons of base to grade and compact to make grade.

Foreman:

Approval:

Marcos Lopez  
Sr. Manager of M & S

SUBTOTAL	
LABOR	\$ 0.00
MATERIAL	\$ 0.00
OWNED EQUIPMENT	\$ 0.00
SUBCONTRACTOR/RENTED EQUIPMENT	\$ 0.00
% O.H & PROFIT	
<b>GRAND TOTAL</b>	<b>\$ 0.00</b>

# STATE READY MIX INC.

REMIT TO:  
11011 Azahar St. Suite 1  
Saticoy, CA 93004  
(805) 672-0200  
Fax: (805) 647-6970

\*\*\*\* INVOICE \*\*\*\*

PLANT 1 LOCATION:  
3127 W. Los Angeles Ave  
Oxnard, CA 93030

Invoice	606062
Date	7/21/2021
Page	1

**Bill To:**

Sam Hill & Sons, Inc. P.O. Box 5670		
Ventura	CA	93005

**Ship To:**

FOB
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Purchase Order No.		Customer ID	Project Code	Payment Terms	Ship Date	
FOB		SAMHILL		Net 30	7/21/2021	
Ticket #	Qty	Item Number	Description	Unit Price	Ext. Price	Tax
223846	7.34 Tons	SRM225C	CLASS II RECYCLED BASE	\$9.50	\$69.73	Y
	1.00 Each	EN 5	EN FEE	\$5.00	\$5.00	N
	1.00 Each	CA COMPLI	CALIFORNIA COMPLIANCE FEE	\$10.00	\$10.00	N
223873	4.07 Tons	SRM225C	CLASS II RECYCLED BASE	\$9.50	\$38.67	Y
	1.00 Each	EN 5	EN FEE	\$5.00	\$5.00	N
	1.00 Each	CA COMPLI	CALIFORNIA COMPLIANCE FEE	\$10.00	\$10.00	N

EWT # S251072121

Total Quantity: 11.41

Sub Total	\$ 138.40
Tax	\$ 7.86
Total	\$ 146.26

# STATE READY MIX RECYCLING, INC.

Plant Location:  
3127 W. Los Angeles Avenue  
Oxnard, CA 93030

Mailing:  
11011 Azahar Street, Suite 1  
Ventura, CA 93004

**(805) 647-2568**

## WEIGHMASTER CERTIFICATE

Fax (805) 647-3759

TICKET NO.

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

### PROPERTY DAMAGE RELEASE

(TO BE SIGNED IF DELIVERY TO BE MADE INSIDE CURB LINE). Dear Customer: The driver of this truck is presenting this RELEASE to you for your signature is of the opinion that the size and weight of his truck may possibly cause damage to the premises and/or adjacent property if he places the material in this load where you desire it. It is our wish to help you in every way that we can, but in order to do this the driver is requesting that you sign this RELEASE relieving him and this supplier from any responsibility from any damage that may occur to the premises and/or adjacent property, buildings, sidewalks, driveways, curbs, etc. by the delivery of this material and that you also agree to help him remove mud from the wheels of his vehicle so that he will not litter the public street. Further, as additional consideration, the undersigned agrees to indemnify and hold harmless the driver of this truck and this supplier for any and all damage to the premises and/or adjacent property which may be claimed by anyone to have arisen out of delivery of this order.

The undersigned promises to pay all costs, including reasonable attorney's fees, incurred in collecting any sums owed.

All accounts not paid within 30 days of delivery will bear interest at the rate of 18% per annum. Not Responsible for Reactive Aggregate or Color Quality. No Claim Allowed Unless Made At Time Material is Delivered.

A \$25.00 Service Charge and Loss of the Cash Discount will be Collected on all Returned Checks. Excess Delay Time charged at \$1.50 per minute.

**\* I, the below signed, declare and understand that I am solely responsible to stay within the manufacturer's guidelines for weight limits & California's "D.O.T.", City, and County Laws and Regulations, for weight carried on this vehicle. I further indemnify State Ready Mix, Inc. and their employees from any responsibility for proper load limits and properly securing of this load.**

X \_\_\_\_\_

RECEIVED BY:	CARRIER SIGNATURE:

### WARNING

The aggregates in this product contain as much as 0.1% crystalline silica which has limited evidence of carcinogenicity in humans; and detectable amounts of chemicals known to the State of California to cause cancer, birth defects or reproductive harm.

**WEIGHED AT: 3127 W. LOS ANGELES AVENUE  
OXNARD, CA 93030**

DRIVER ON TRUCK  YES  NO

"As evidenced by signature, driver/carrier is responsible for the accuracy of this vehicle's tare weight. The driver/carrier will notify shipper/consignor if there is any change in light weight due to changes in equipment, fueling, etc. Calif. B & P Code Section 12722 (a & b)."

**WEIGHMASTER: STATE READY MIX RECYCLING**

X \_\_\_\_\_

CUSTOMER NAME AND JOB LOCATION: <i>State Ready Mix Recycling, Inc.</i>		
REMARKS:		
ORDER NO. 11	CUSTOMER NO. 508111	PO. # /JOB NO.
DELIVERY ZONE	** HAUL RATE	MAP PAGE
MATERIAL ZONE 1012000	TYPE OF MATERIAL/COMMODITY OR MIX CLASS 11 RECYCLED BASE	
CARRIER NAME FBB	TRUCK NO.	TRUCK LICENSE NO.
ARRIVE JOB	LEAVE JOB	TIME ON JOB
TIME ALLOWED	EXCESS TIME	STANDBY CHARGES
** MINIMUM DELIVERY FEE PER TRUCK IS 25 TONS TIMES THE HAUL RATE.		TOTAL TONS 2.34

TARE P. 1 2.50 TN  
GROSS WT. 15.25 TN  
NET WT. 12.75 TN  
EN/FEE  
MATERIAL  
DELIVERY  
SUB TOTAL  
GRAND TOTAL

WHITE - OFFICE      CANARY - BILLING      GREEN - CUSTOMER      PINK - HAULER      GOLDENROD - FILE



MUST BE TYPEWRITTEN  
OXNARD SCHOOL DISTRICT  
1051 South A Street • Oxnard, CA 93030  
Phone: (805) 385-1501 • Fax: (805) 240-7582

Project No.:  
FC-P21-03696

**FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$60,000.00**

THIS CONTRACT is made as of 6/23/2021, between **Sam Hill & Sons, Inc.** ("Contractor") and the Oxnard School District ("District" and, together with Contractor, "the Parties").

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Fifty-One Thousand Five Hundred Dollars (\$51,500.00), payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: \*SEE ATTACHED PROPOSAL DATED 5/27/2021.

C. Contractor agrees to commence the work within \*\* calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within \*\* calendar days. All work must be completed within the time limits set forth in this Contract. **\*\*Work to start June 25, 2021 and end July 13, 2021\*\***

D. The Parties agree that damages for Contractor's failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading "General Conditions".

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. PREVAILING WAGE RATES: Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. FINGERPRINTING: Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. IN WITNESS HEREOF, the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> Scope of Work  | <input checked="" type="checkbox"/> Subcontractor List                          | <input checked="" type="checkbox"/> Performance/Payment Bonds             |
| <input checked="" type="checkbox"/> Specifications | <input checked="" type="checkbox"/> Certificates/Liability Insurance            | <input checked="" type="checkbox"/> Purchase Order No. <u>P21-03696</u>   |
| <input type="checkbox"/> Drawings                  | <input checked="" type="checkbox"/> Certificates/Workers Compensation Insurance | <input checked="" type="checkbox"/> Proposal dated <u>5/27/2021</u>       |
| <input type="checkbox"/> Supplemental Conditions   |   | <input checked="" type="checkbox"/> Other <u>PWC-100 DIR Registration</u> |

**CONTRACTOR TO FILL IN THE FOLLOWING**

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name	<u>SAM HILL &amp; SONS, INC.</u>	Date	<u>6/18/21</u>
Signature	<u>[Signature]</u>	Telephone	<u>(805) 644-6278</u>
Title	<u>Vice President</u>	Fax No.	<u>(805) 644-2813</u>
Firm Address	<u>2627 BEENE RD VENTURA CA 93003</u>	Contractor's License No.	<u>648594</u>
		Fax No.	
		License Class	<u>A</u>
		Tax I.D. No.	<u>77-0114981</u>

**FOR DISTRICT USE ONLY**

Project Manager	<u>Marcos Lopez, Sr. Mgr., Maintenance &amp; Operations</u>	Date	<u>06/23/21</u>
Signature	<u>[Signature]</u>	Funding Source	<u>Deferred Maintenance Funds</u>

## GENERAL CONDITIONS

1. **WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
2. **JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
3. **LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
4. **DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
5. **TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, or damages on the uncompleted work.
6. **DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
7. **EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
8. **TIME:** Time is of the essence in the performance of this contract.
9. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
10. **SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
11. **PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
12. **APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et, seq, for apprenticeable occupations.
13. **PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
14. **HEALTH AND SAFETY:**
  - a. **Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at *one hundred dollars per day* for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
  - b. **Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
  - c. **Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
  - d. **Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
15. **ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PCB), or until the material has been rendered harmless.
16. **MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
17. **PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
18. **DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
19. **HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California. Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
  - a. Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
  - b. Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such , third persons, or the enforce any such penalty; (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings; and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
20. **INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
  - a. Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
  - b. Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
  - c. Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
21. **BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
22. **WORKERS:**
  - a. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
  - b. Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
23. **SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
24. **CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
25. **PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
26. **OCCUPANCY:** Contractor reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
27. **ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
28. **BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
29. **PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
30. **ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
31. **INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
32. **CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project site is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
33. **CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
34. **INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
35. **CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
36. **NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
37. **ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
38. **CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
39. **SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
40. **KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
41. **FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.



Lic. # 648594

P.O. Box 5670  
 Ventura, CA 93005  
 Phone: (805) 644-6278  
 Fax: (805) 644-2813

<b>To:</b> Oxnard School District	<b>Contact:</b> Marcos Lopez
<b>Address:</b> 1051 South "A" Street Oxnard, CA 93030	<b>Phone:</b> (805) 385-1501
<b>Project Name:</b> Fremont School - Concrete Replacement & Tree Removals	<b>Bid Number:</b>
<b>Project Location:</b> 1130 N M St., Oxnard, CA	<b>Bid Date:</b> 5/27/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Remove & Replace Concrete Area +/- 1900 SF	1.00	LS	\$36,000.00	\$36,000.00
2	Remove & Replace Concrete Area +/- 400 SF	1.00	LS	\$12,750.00	\$12,750.00
3	Assist District Provided Tree Removal Crew In Root Removals*	1.00	DY	\$2,750.00	\$2,750.00

**Total Bid Price: \$51,500.00**

**Notes:**

- **Included:** Demo existing concrete and handrail, haul off demoed material, scarify and recompact existing top soil, haul off excess spoils as needed, pour new 4" concrete slabs (1900+/- SF with 6'x6' planter area location TBD in field , 400+/- SF) with #3 rebar reinforcement (24" O.C.) , dowel into existing, toilet,
- **Excluded:** Permits, fees, bonds, engineering, staking, compaction tests, import subgrade (aggregate base) grading outside of work limits, dewatering, rock for trench stabilization, construction water meter/source, traffic control, striping, grinding, AC overlay, SWPPP, slurry seal, video inspection, handling or disposal of hazardous materials, restricted working hours, protective fencing, background checks and associated direct/indirect costs, conflicts with existing utilities, cylinder testing of concrete, landscaping, irrigation, electrical, wiring, work on/around live electrical, shoring, Engineered Shoring Plans, removal or replacement of existing tables and/or benches, removal/haul off of organics (to be performed by others, tree or root removal (see \* note below)
- \* Assist Tree Removal Crew - Sam Hill & Sons to provide one (1) Laborer, one (1) Operator, and one (1) backhoe for one (1) day to assist in root removal to be performed by district hired tree contractor. Contractor assumes work will be performed in one day, for additional days please extend line item price. This work is to take place AFTER Sam Hill & Sons completes initial demo of existing concrete flatwork.
- Price is good for 30 days from date of quote.
- Trench plates, barricades & caution tape for work on-site will be provided as requested, on a T & M Basis.
- Rock or hard material that cannot be trenched in a productive manner, will be removed & disposed of on a T & M Basis.
- **DIR #1000008073**
- Sam Hill & Sons will require access to onsite water
- Proposal is Non-Divisible; All Items are to be accepted in order to effect line item pricing.
- Material Escalation: Due to current market conditions Contractor can only honor proposal for 30 days. If work is not contracted and scheduled within 30 days Contractor reserves the right to redress **demonstrable** material escalations including associated markups
- Material shortages can also cause delays in scheduling, Sam Hill & Sons requires a minimum of 2 weeks notice for crews and/or material procurement.

<p><b>ACCEPTED:</b>          The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b>  <b>Sam Hill &amp; Sons, Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Steven T Moreno          (805) 644-6278 steve@samhillandsons.com</p>
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## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 06, 2021

**Agenda Section:** Section D: Action Items

### **Approval of Variable Term Waiver for Bilingual Authorization for Natali Samame for the 2021-22 School Year (Torres)**

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There is a current shortage of bilingual teachers in the State of California. The District is recommending that the Board of Trustees approve this action item for a Variable Term Waiver for Natali Samame, as described under Education Code 44253.3, to serve as a DLI Spanish teacher at Curren for the 2021-22 school year until the employee takes and passes the Spanish California Teacher of English Learners (CTEL) examinations and obtains a bilingual authorization.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Variable Term Waiver for bilingual authorization for the 2021-22 school year, as presented.

## OSD BOARD AGENDA ITEM

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

**Date of Meeting:** October 06, 2021

**Agenda Section:** Section D: Action Items

**Approval of New Job Descriptions: Director of Teaching and Learning; Director of School Performance and Student Outcomes (Torres/DeGenna)**

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Presented for your consideration are the Director of Teaching and Learning and the Director of School Performance and Student Outcomes job descriptions. The change in job title and duties will better reflect how these positions directly support student services and the Educational Services Department's vision and goals.

Current Title	Proposed Title Change
Director - Dual Language Programs	Director - Teaching and Learning
Director - Curriculum, Instruction, and Accountability	Director - School Performance & Student Outcomes

**FISCAL IMPACT:**

No additional fiscal impact. A restructuring of job titles and/or duties within the Educational Services Department only. The positions are and will continue to be funded from the following funds:

- Director, School Performance & Student Outcomes: paid 60% from Title I, 30% from the General Fund, and 10% from the Child Development Preschool Fund
  
- Director, Teaching and Learning: 100% LCFF

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the new job descriptions for Director of Teaching and Learning and Director of School Performance and Student Outcomes, as presented.

**ADDITIONAL MATERIALS:**

- Attached:** [Director, Teaching & Learning jd \(three pages\)](#)  
[Director, School Performance & Student Outcomes jd \(three pages\)](#)

# OXNARD SCHOOL DISTRICT JOB DESCRIPTION

**Title:** DIRECTOR OF TEACHING AND LEARNING

**Job Goals:** To assist the Assistant Superintendent, Educational Services substantially and effectively in the task of providing leadership in developing, achieving, and maintaining the best possible educational programs and services for all instructional programs. Administers the particular division and/or departments of which he/she has charge with a maximum of efficiency.

## **Performance Responsibilities:**

1. Assist teachers and administrators in employing appropriate research-based strategies to ensure students achieve linguistically and academically in English and Spanish, including assistance in developing and using the best research-based instructional strategies, curriculum products, implementation plans and assessment tools.
2. Assist the Assistant Superintendent, Educational Services with the evaluation and supervision of the performance of teachers to secure the continual improvement of the District's programs and services.
3. Attend board meetings, conduct and participate in a variety of meetings as assigned; provide formal and informal in-service personnel trainings; serve as a member of management's negotiation teams and attend related meetings and conferences.
4. Research, teach, and model best practices used to address the instructional needs of students.
5. Assist with the preparation of administrative rules, personnel actions, and status reports for the Assistant Superintendent, Educational Services.
6. Provide instructional coaching and modeling to administrators and teachers to support the development of high quality instructional pedagogy.
7. Provide feedback on unit plans, lesson plans, and formative assessments that align with the CCSS.
8. Devise comprehensive and efficient systems of record-keeping in accordance with the particular needs of his/her department and the policies, regulations, and laws affecting his/her department.
9. Remain abreast of developments and innovations in the field by reading current and cogent literature, attending professional society and association meetings and conferences, and discussing development and problems of mutual interest with others in the field.
10. Ability to work both collaboratively and independently; establish and maintain project deadlines.
11. Assist in monitoring the district's effectiveness and compliance with local, state, federal and court ordered requirements related to instruction.
12. Assist in implementing a balanced approach of direct teaching using authentic, literature based reading and writing opportunities throughout the content areas in both English and Spanish.
13. Analyze student achievement data to inform decision-making.

## **OXNARD SCHOOL DISTRICT JOB DESCRIPTION**

14. Works with administrators to determine needs and professional development plan for the District's instructional programs.
15. Assist with district and school-wide initiatives.
16. Participates in Board meetings.
17. Provide direct support to site administrators.
18. Perform other duties as assigned by the Assistant Superintendent, Educational Services.

### **Qualifications:**

1. A Master's degree.
2. A valid and appropriate Clear Administrative Credential in compliance with the provisions of Title 5, California Administrative Code, Sections 80125-80127 and California Education Code, Section 44270.
3. Three years of successful, full-time administrative or supervisory experience.
4. A minimum of five years of successful, full-time classroom teaching experience, including Structured English Immersion, Transitional Bilingual Education, or Dual Language Immersion programs. The candidate should also have direct experience in K-8 grade ranges.
5. Demonstrated ability to work effectively and harmoniously with administrators, teachers, and other staff.
6. Demonstrated ability to compile and write clear, concise district policies and procedures consistent with current law and the needs of the District.
7. Ability to meet district standards for physical and mental health.
8. Evidence of mature judgment and sensitivity to the personnel needs of the District based upon the racial/ethnic composition of the community, including state and federal laws.
9. Demonstrated ability to communicate effectively in written form and orally in both Spanish and English.
10. Satisfactory recommendations from a training supervisor or other professional who has observed the candidate's personal characteristic, scholastic achievement, and job-related performance.
11. Bilingualism and bi-literacy in English and Spanish desired.
12. BCLAD or equivalent certification desired.

**Reports to:** Assistant Superintendent, Educational Services

**Supervises:** 1) Secretarial and clerical staff as assigned  
2) Designated administrators.  
3) Certificated staff as assigned

## **OXNARD SCHOOL DISTRICT JOB DESCRIPTION**

**Evaluation:**

The evaluation and assessment of performance of the Director of Teaching and Learning will be conducted by the Assistant Superintendent, Educational Services, in accordance with the provisions of California Education Code, Sections 44660-44665 and Oxnard School District Board Policy.

**Salary:**

Appropriate placement on the management salary schedule.

**Equal Opportunity:**

The Oxnard School District's Governing Board is committed to equal opportunity for all individuals in education and encourages applications for employment for all persons regardless of race, religious creed, age, medical condition, marital status, color, ancestry/citizenship, sexual orientation, national origin, political affiliation, physical or mental disability, pregnancy, child birth or related medical condition, or sex (gender identity). The Board shall promote programs that ensure that discriminatory practices are eliminated in all district activities. The Oxnard School District encourages applications for employment from all persons regardless of race, religion, national origin, political affiliation, disability or sex.

Board Approved: October 6, 2021

# OXNARD SCHOOL DISTRICT JOB DESCRIPTION

## **Title: DIRECTOR OF SCHOOL PERFORMANCE & STUDENT OUTCOMES**

**Job Goal:** Provide leadership and coordination for an aligned and articulated instructional assessment, accountability, student monitoring and data analysis program for the district.

To support the goals and objectives of the District, the Director will also oversee the development, coordination and compliance of state and federal compensatory/categorical programs and budgets aligned with the district and school plans.

### **Performance Responsibilities:**

1. Oversee and support the implementation of the District's assessment plan, student monitoring systems, instructional materials and state and federal programs and accountability requirements.
2. Plan, schedule and help conduct professional development and training necessary to implement the District's assessment plan, student monitoring systems, instructional materials and state and federal programs and accountability requirements.
3. Support orientation for teachers new to the district.
4. Assist in the development of board policies and administrative procedures relating to assessment, student monitoring, instructional materials, state and federal programs and accountability requirements.
5. Assist in data collection, analysis, and reporting to school site personnel, district administration, and Board of Trustees.
6. Assist in developing evaluation systems required to measure and report progress towards the achievement of district goals and program objectives.
7. Oversee implementation and timelines of District report cards and progress reports.
8. Compile statistical data required in planning and implementation the educational program; provide information and analysis to staff on current educational research and requirements relevant to assessment, accountability, and student information.
9. Assist as a liaison between the district and other educational agencies in the development, coordination, and implementation of new programs for instructional improvement.
10. Assume administrative responsibility for the development, submission, and implementation of state and federal projects and programs.
11. Direct the planning, writing, monitoring, and compliance for district special-funded programs.
12. Manage the Federal Program Monitoring (FPM) process.

13. Coordinate state and federal mandated programs.
14. Serve as the district representative to all county, state, and federal agencies for categorically funded programs.
15. Monitor the implementation, reporting, and accountability of any federal or state grants.
16. Monitor compliance of School Site Councils.
17. Support development of School Plans for Student Achievement.
18. Participate in LCAP development.
19. Oversee compliance and funding for private schools.
20. Oversee the administration of District GATE testing.
21. Oversee the implementation of the State and Federal testing requirements.
22. Oversee the completion of the District's School Accountability Report Card (SARC).
23. Oversee the ordering, distribution and collection of instructional materials and manage Williams Materials Inspections.
24. Participates in Board meetings.
25. Provides direct support to site administration at identified schools.
26. Perform such duties as may be assigned.

**Qualifications:**

1. A Master's Degree.
2. A valid and appropriate Administrative Credential, in compliance with the provisions of Title 5, California Administrative Code, Sections 80125-80127 and California Education Code, Section 44270.
3. Three (3) years of successful, full-time classroom teaching experience, plus 3 years of successful administrative or supervisory experience including principalship. Desirable: elementary and middle school experience, bilingual.
4. Demonstrated ability in school improvement supported by data.
5. Knowledge of curriculum theory.
6. Demonstrated ability to communicate effectively in written form and orally.
7. Evidence of mature judgment and a sensitivity to the needs of pupils and parents and various ethnic cultural, educational, and economic backgrounds.
8. At least three (3) superior recommendations, including recent letters from supervisors and professional educators who have observed the candidate's personal characteristics, scholastic achievement, and job-related performance.

9. Demonstrate the ability to meet district standards for physical and mental health.

10. Such alternatives to the above qualifications as the District Administration may find appropriate and acceptable.

**Reports to:** Assistant Superintendent, Educational Services

**Supervises:** 1) District Textbook Coordinator  
2) District Testing and Assessment Coordinator  
3) Classified clerical staff, as assigned

**Evaluation:**

The evaluation and assessment of performance of the Director of School Performance & Student Outcomes will be conducted by the Assistant Superintendent, Educational Services, in accordance with the provisions of California Education Code, Sections 44660-44665 and Oxnard School District Board Policy.

**Salary:**

Appropriate placement on the management salary schedule.

**Equal Opportunity:**

The Oxnard School District's Governing Board is committed to equal opportunity for all individuals in education and encourages applications for employment for all persons regardless of race, religious creed, age, medical condition, marital status, color, ancestry/citizenship, sexual orientation, national origin, political affiliation, physical or mental disability, pregnancy, child birth or related medical condition, or sex (gender identity). The Board shall promote programs that ensure that discriminatory practices are eliminated in all district activities. The Oxnard School District encourages applications for employment from all persons regardless of race, religion, national origin, political affiliation, disability or sex.

Board Approved: October 6, 2021

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** October 06, 2021

**Agenda Section:** Section D: Action Items

### **Approval of New Classification and Job Duties for Web Content Analyst (Nair)**

---

Education Code 45276 provides that “The governing board shall fix the duties of all positions as part of the classified service as required by Section 45109...The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

Superintendent Dr. Aguilera-Fort has requested that the Personnel Commission create a new classification of Web Content Analyst, which will be designated as a Management position. This classification is being created to design, publish, monitor, and update new and existing web pages District-wide and to individual school sites; maintain the accuracy of information posted, and ensure web pages contain content appropriate for effective use by students, staff, design, publish, monitor, and update new and existing web pages District-wide and to individual school sites; maintain the accuracy of information posted, and ensure web pages contain content appropriate for effective use by students, staff, and the public.

The Personnel Commission took action on September 29, 2021 to approve the new classification of Web Content Analyst and allocate the classification to salary range \$76,555 - \$90,952 of the Classified Management salary schedule.

#### **FISCAL IMPACT:**

The classification of Web Content Analyst is allocated to salary range \$76,555 - \$90,952 of the Classified Management salary schedule, to be paid out of General funds (ESSER III).

#### **RECOMMENDATION:**

It is the recommendation of the Personnel Commission and Director, Classified Human Resources, that the Board of Trustees approve the new classification and job duties of Web Content Analyst.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Classified Management Salary Schedule Final 08.25.2021.pdf](#)  
[Web Content Analyst Job Description 09.2021.pdf](#)

**CLASSIFIED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2021-22**

(effective 7-1-2020)

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 districts 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 will not receive 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.

<b>Position</b>	<b>Paid Days*</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
Chief Information Officer	261	\$126,152	\$137,501	\$149,878
Director of Classified Human Resources	261	\$121,524	\$132,464	\$144,386
Director of Finance	261	\$111,496	\$121,524	\$132,464
Director of Facilities	261	\$111,496	\$121,524	\$132,464
MEP Maintenance & Energy Programs Manager	261	\$100,920	\$110,410	\$119,899
Director of Network Operations	261	\$99,674	\$108,645	\$118,419
Director of Purchasing	261	\$95,622	\$104,223	\$113,605
Senior Manager, Maintenance & Operations	261	\$92,193	\$100,486	\$109,530
Director of Child Nutrition Services	261	\$90,514	\$98,657	\$107,537
Risk Manager	261	\$90,107	\$98,212	\$107,052
Human Resources Manager	261	\$90,107	\$98,212	\$107,052
Director of Early Childhood Education Programs	261	\$85,428	\$93,113	\$101,494
Director of Transportation	261	\$85,428	\$93,113	\$101,494
Accounting Manager/Internal Auditor	261	\$76,555	\$83,441	\$90,952
Enrollment Center Manager	261	\$73,546	\$80,162	\$87,378
Warehouse/Graphics Manager	261	\$67,556	\$73,633	\$80,260
Custodial Services Manager	261	\$66,171	\$72,136	\$78,629
Grounds Manager	261	\$66,171	\$72,136	\$78,629
Maintenance Manager	261	\$66,171	\$72,136	\$78,629
Assistant Director of Child Nutrition Services	261	\$63,732	\$69,465	\$75,717

\*Calendar work days plus holidays

*Board approved: 8/25/2021 – increase of 1.5%*

## **WEB CONTENT ANALYST**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

### **SUMMARY OF DUTIES**

Under the direction of the Superintendent or designee, design, publish, monitor, and update new and existing web pages District-wide and to individual school sites; maintain the accuracy of information posted, and ensure web pages contain content appropriate for effective use by students, staff, and the public; and performs a variety of other duties relative to assigned area of responsibility.

### **SUPERVISION RECEIVED AND EXERCISED**

- Receives supervision from the Superintendent or designee.
- Provides training to District staff.

### **ESSENTIAL DUTIES**

- Designs, publishes, monitors, and updates new and existing web pages for various District departments; program HyperText Markup Language (HTML), Cascading Style Sheets (CSS), Templates, and other current code and scripts for web site applications.
- Develops, updates and maintains the overall design and functionality of the District website with an emphasis on consistency of appearance and ease of navigation, maintains dynamic and up-to-date content on the web; confers with management and department personnel in the development and implementation of information for inclusion on the District website.
- Develops and analyzes website analytics; produces routine and special analytics reports.
- Designs and implements professional learning modules geared to web design communication.
- Installs, configures, maintains, and upgrades web servers and related software applications; performs troubleshooting and provides technical support for web applications.
- Works in collaboration with school site administration and staff to plan, develop, and post content on individual school site websites accessible to students, staff, administration, and the general public; analyzes and recommends site design and content improvements including graphic design, layout and navigation.
- Utilizes content management systems to develop, update and maintain front-end website design and maximizes aesthetic, usability, accessibility, format functionality, and user experience.
- Researches and evaluates new standards, technology, and trends regarding web page design and maintenance.
- Ensure functionality, integrity, and security of web pages and site applications; maintain an appealing flow of uniformity through the development and integration of new web pages, search engines, and other applications; maintains confidentiality of sensitive information.
- Develops and conducts formal and one-on-one trainings pertaining to web design, content management systems, digital asset management, and other software or functions related to marketing and communications; provides ongoing training and assistance as necessary.
- Designs, produces, edits, and integrates graphics and written content for website and other electronic communication.
- Designs, develops, and distributes marketing assets and content, including photos, graphics, videos, blogs, and posts.
- Supports system upgrades and updates as required, including, but not limited to loading of upgrade software, system backups, and application operations and report testing.
- Configures, installs, troubleshoots, and maintains software pertaining to District website to ensure efficient operation and prevent service interruptions.
- Tests, monitors, and evaluates websites; ensures that content and website appearance conform to style guidelines and is consistent with District-wide website guidelines.
- Assists with development and execution of additional communication projects including survey platforms, mass notifications, move to digital forms, community relations, move to digital flyers.

**Other Related Duties**

- Performs related duties and responsibilities as required.

**KNOWLEDGE, ABILITIES, AND TRAITS****Knowledge of:**

- Modern computer hardware systems and software packages, including word processing, database, spreadsheet, and desktop publishing.
- General methods and procedures of operating computers, peripheral equipment, and modern office practices.
- Principles and practices of training
- Standard web programming and graphics mark-up languages
- Current technological trends applicable to website development
- Web servers and site management tools
- Artistic elements of web design
- Website usability concepts
- Principles of applications database design and development
- Principles and practices of network security and security protocols
- Website development software programs
- Standard business English, grammar, and spelling
- Principles and techniques of graphic design
- Principles of marketing and communications
- Applicable rules and laws which govern web-based content
- Internet Web capabilities, trends, applications, browser types and operating characteristics, web access device, terminology, variations caused by different browsers/versions/hardware
- Copyright laws

**Ability to:**

- Assess the business needs of academic and administrative departments as it relates to web design and maintenance.
- Communicate clearly and concisely, both orally and in writing
- Establish and maintain cooperative and effective working relationships with others
- Analyze situations accurately and adopt effective courses of action
- Apply creativity in the design of web pages
- Establish and maintain project schedules and balance responsibilities for multiple activities to ensure timely, high-quality results
- Keep technical skills current to meet continuing systems administration responsibilities
- Train and coach users in the design and authoring of web documents

**Traits:**

- Appreciates the differences among people;
- Diligently attends to details and quality;
- Easily adapts to situations and changes;
- Effectively manages one's own time, priorities, and resources;
- Is trustworthy and responsible for his/her actions;
- Logically grasps and thinks through issues and problems;
- Promotes goals and leads by example;
- Remains steady under pressure;
- Stays focused and has good work ethic;
- Strives to meet customers' needs;
- Works around obstacles and is self-starting.

**EMPLOYMENT STANDARDS**

**Education:** A bachelor's degree or equivalent from an accredited college or university in computer science, computer information systems, or a related field.

**Experience:** Four years of professional experience in designing and maintaining websites.

**Special:** Possession of a valid California driver's license.

Ability to be insured, and continue to be insurable, by the District's liability insurance carrier.

All licenses, certificates, and other requirements listed above are required at the time of employment and must be maintained during the course of employment unless otherwise noted.

**Physical Requirements:** Employees in this classification stand, walk, sit, stoop, bend, reach overhead, lift and carry up to 20 pounds without assistance, push, pull, use fingers, wrists, and hands repetitively, use both hands simultaneously, speak clearly, hear normal voice conversation, and see small details.

**WORK ENVIRONMENT:** Employees in this classification work primarily inside an office environment, with frequent interruptions, with changing priorities and short deadlines, and may drive an automobile to conduct work.

**APPOINTMENT:** In accordance with Education Code Section 45301, an employee appointed to this class must serve a probationary period of one (1) year during which time an employee must demonstrate an overall satisfactory performance in order to attain permanent status.

**Salary Range: Classified Management Schedule**

**PC Approved: September 29, 2021**