

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, November 3, 2021

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

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

November 3, 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

Dr. Andres Santamaria, Principal, Soria School, will introduce Joshua Gomez, 5th grade student in Ms. Carrillo's and Mrs. Romero'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 and Spanish by Ashley Flores Reyes, 8th grade student at Soria School.

A.4. Presentation by Soria School

Dr. Andres Santamaria, Principal, Soria School, will provide a short presentation to the Board regarding Soria. 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 - Substitutes / Absence Rates (Torres/Batista/Nair)

The Board will receive a Study Session regarding Substitutes / Absence Rates.

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

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

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

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

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

A.10. Report Out of Closed Session

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

A.11. Introduction of Newly Appointed Oxnard School District Administrators (Aguilera-Fort)

Introduction of Newly Appointed Oxnard School District Administrators:

- Alfredo Varela, Assistant Principal
- Debra West, Assistant Principal

A.12. Adoption and Presentation of Resolution # 21-12 for School Psychology Awareness Week 2021 (DeGenna/Jefferson)

Its the recommendation of the Assistant Superintendent, Educational Services and the Director of Special Education that the Board of Trustees adopt and present Resolution #21-12 in recognition of School Psychology Awareness Week 2021, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.13. Transportation Department Annual Report (Quinto/Briscoe)

The Administration will provide a presentation on the Transportation Department’s Annual Report.

A.14. Report on Student Achievement Data Spring of 2020-2021 (DeGenna/Thomas)

The Educational Services Team will present a report on student achievement data from district level assessments (Renaissance Star) for English/Language Arts and Math from the spring of 2020-2021.

Section B: PUBLIC COMMENT/HEARINGS

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

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 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 - Appointment of Personnel Commissioner, Ernest Morrison (Aguilera-Fort/Torres/Nair)

It is the recommendation of the Superintendent, the Assistant Superintendent, Human Resources, and the Director, Classified Human Resources, that the Board of Trustees appoint their representative on the Personnel Commission for a three-year term beginning December 1, 2021. The intended appointee is Mr. Ernest Morrison.

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. Personnel Actions (Torres/Batista/Nair)

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

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.2. Establishment of Position (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 of positions, as presented.

C.3. Approval of New Classification and Job Duties for Paraeducator - Special Education (Torres/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 of Paraeducator - Special Education, as presented.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.4. Approval of Amendment #1 to Agreement #21-21, Heinemann (DeGenna/Fox)

It is the recommendation of the Director, Teaching and Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #21-21 with Heinemann, to add additional In-Person Professional Development for the New Literacy Specialist through the end of the 2021-2022 fiscal year, in the amount of \$8,400.00, to be paid out of Title I.

C.5. Approval of Agreement/MOU #21-142 – Camarillo-Somis Pleasant Valley Lions Club (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 #21-142 with the Camarillo-Somis Pleasant Valley Lions Club, to assist School Nurses with SPOT screeners to complete the state mandated vision screenings at 20 school sites in the Oxnard School District, at no cost to the District.

C.6. Approval of Agreement #21-148 – Cooperative Strategies, LLC (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #21-148 with Cooperative Strategies, LLC, to provide consulting services to Oxnard School District to assist in the evaluation of existing voting areas with the 2020 Census Data and potential adjustments to such voting areas as a result of updated data, November 4, 2021 through June 30, 2022, in the amount not to exceed \$25,000.00, to be paid out of the General Fund.

C.7. Approval of Agreement #21-157 – Art Trek Inc. (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-157 with Art Trek Inc., to provide staff to work with students on art projects at each Afterschool Program site to increase student enrollment and attendance in the ASES program, November 4, 2021 through June 30, 2022, in the amount not to Exceed \$1,300,000.00, to be paid out of ASES funds.

Section C: RATIFICATION OF AGREEMENTS

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

It is recommended that the Board ratify the following agreements:

C.8. Ratification of Amendment #1 to Agreement/MOU #21-09, Hip Hop Mindset (DeGenna/Shea)

It is the recommendation of the Director, Enrichment and Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement/MOU #21-09 with Hip Hop Mindset, to add additional dance instructors at each school site to serve more students in the summer and after school programs, in the amount of \$145,000.00, to be paid out of ASES Funds.

C.9. Ratification of Agreement #21-124, Casa Pacifica School (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-124 with Casa Pacifica School, NPS, for Non-Public School (NPS) services for Student EM111207, for the 2021-2022 school year, including Extended School Year, in the amount of \$102,681.78, to be paid out of Special Education Funds.

C.10. Ratification of Agreement #21-143 – ATX Learning LLC (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-143 with ATX Learning LLC, to provide temporary supplemental staffing in the areas of Physical Therapist, Speech Language Pathologist, and Special Education Teacher to the Special Education Services Department to assist with students' Individualized Education Programs (IEP's), which may include direct and consultative services as needed during the 2021-2022 school year, in the amount not to exceed \$200,000.00, to be paid out of Special Education Funds.

C.11. Ratification of Agreement #21-145, California State University Northridge (Torres/Batista)

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #21-145, for Oxnard School District to provide student teaching experience through practice teaching to students enrolled in teacher training curricula of California State University Northridge, July 1, 2021 through June 30, 2024, at no cost to Oxnard School District.

C.12. Ratification of Agreement #21-146 - Action Preparedness Training (Torres/Magana)

It is the recommendation of the Risk Manager and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #21-146 with Action Preparedness Training, for providing CPR training and First Aid training to Campus Assistants on August 13, 2021, in the amount not to exceed \$3,905.00, to be paid out of the General Fund.

C.13. Ratification of Agreement #21-147 – University of Phoenix (Torres/Batista)

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #21-147 with the University of Phoenix, for Oxnard School District to provide student teaching experience through practice teaching to students enrolled in teacher training curricula of the University of Phoenix, October 5, 2021 through June 30, 2024, at no cost to Oxnard School District.

Section E: APPROVAL OF MINUTES

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

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

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

- July 22, 2020 Special Meeting
- August 5, 2020 Regular Meeting

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section F: BOARD POLICIES

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

F.1. First Reading - Revision of Board Policy BP 3516.5 Emergency Schedules (DeGenna/Nocero)

It is the recommendation of the Assistant Superintendent, Educational Services and the Director, Pupil Services, that the Board of Trustees receive the revisions to BP 3516.5 for First Reading, as presented.

F.2. First Reading - Revision of Board Policy BP 6120 Response to Instruction and Intervention (DeGenna/Nocero)

It is the recommendation of the Assistant Superintendent, Educational Services and the Director, Pupil Services, that the Board of Trustees receive the revisions to BP 6120 for First Reading, as presented.

F.3. First Reading - Revision of Board Policies BP and AR 6164.41 Children with Disabilities Enrolled by their Parents in Private School (DeGenna/Thomas)

It is the recommendation of the Assistant Superintendent, Educational Services and the Director, School Performance & Student Outcomes, that the Board of Trustees receive the revisions to BP and AR 6164.41 for First Reading, as presented.

F.4. First Reading - Revision of Board Policy AR/BP 6164.5 Student Success Teams (DeGenna/Nocero)

It is the recommendation of the Assistant Superintendent, Educational Services and the Director, Pupil Services, that the Board of Trustees receive the revisions to AR/BP 6164.5 for First Reading, as presented.

F.5. First Reading – Revisions to E 9270 – Conflict of Interest (Quinto)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees receive the revisions to E 9270 for First Reading, as presented.

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.

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

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 29, 2021.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: November 03, 2021

Agenda Section: Section A: Study Session

Study Session - Substitutes / Absence Rates (Torres/Batista/Nair)

The Board will receive a Study Session regarding Substitutes / Absence Rates.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: November 03, 2021

Agenda Section: Section A: Preliminary

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

Introduction of Newly Appointed Oxnard School District Administrators:

- Alfredo Varela, Assistant Principal
- Debra West, Assistant Principal

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 03, 2021

Agenda Section: Section A: Presentation

Adoption and Presentation of Resolution # 21-12 for School Psychologist Awareness Week November 8-12, 2021 (DeGenna/Jefferson)

The National Association of School Psychologists, (NASP) has recognized November 8-12, 2021 as School Psychology Awareness Week, "Let's Get in GEAR" (Grow, Engage, Advocate, Rise). The District recognizes School Psychologist for the important and vital roles that they play in the personal and academic development and success of the Oxnard School District students. School Psychologists collaborate with educators, parents, and other professionals to create safe, healthy, and supportive learning environments that strengthen connections between home, school, and the community for all students.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Its the recommendation of Assistant Superintendent, Educational Services and the Director of Special Education that the Board of Trustee approve the Adoption and Presentation of Resolution #21-12, in recognition of 2021 School Psychology Awareness Week as presented above.

ADDITIONAL MATERIALS:

Attached: [#21-12-Resolution- School Psych Awareness Week -Board.pdf](#)



**RESOLUTION NO. #21-12
OXNARD SCHOOL DISTRICT
BOARD OF TRUSTEES**

***School Psychology Awareness Week
November 08-12, 2021***
"Let's Get in GEAR (Grow, Engage, Advocate, Rise)"

WHEREAS, school psychologists can make a positive, lasting difference in children's lives; and

WHEREAS, school psychologists work directly with children and adolescents, support students with mental health needs by providing counseling, skill instruction, and learning and support plans; and

WHEREAS, school psychologists work collaboratively with parents and teachers to support children's success; and

WHEREAS, school psychologists promote student motivation and engagement, promote positive behavior and mental health, support diverse learners, create safe, positive school climates, strengthen family-school partnerships, improve school-wide assessment and accountability monitor individual student progress in academics and behavior; and

WHEREAS, school psychologists apply expertise in mental health, learning, and behavior to help children and youth succeed academically, socially, behaviorally, and emotionally. They provide assessment, support, and intervention services to students; partner with families, teachers, and other professionals to create safe, healthy, and supportive learning environments; work with school administrators to improve school-wide policies; and collaborate with community providers to coordinate services for students; and

WHEREAS, it is appropriate that we all take the time to recognize the important and vital role that school psychologists play in the personal and academic development of our state's children; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Oxnard School District proclaims the week of November 08-12, 2021, as ***School Psychology Awareness Week***, and encourages staff and the community at large to celebrate the important contributions of this vital profession.

BE IT FURTHER RESOLVED that the Board of Trustees expresses its appreciation, and that of the District staff, to the cadre of outstanding psychologists in the Oxnard School District for the exceptional care and dedication given to the children of the Oxnard community.

Adopted this 3rd day of November 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: Ruth F. Quinto, CPA

Date of Meeting: November 03, 2021

Agenda Section: Section A: Presentation

Transportation Department Annual Report (Quinto/Briscoe)

The Administration will provide a presentation on Transportation Department's Annual Report.

FISCAL IMPACT:

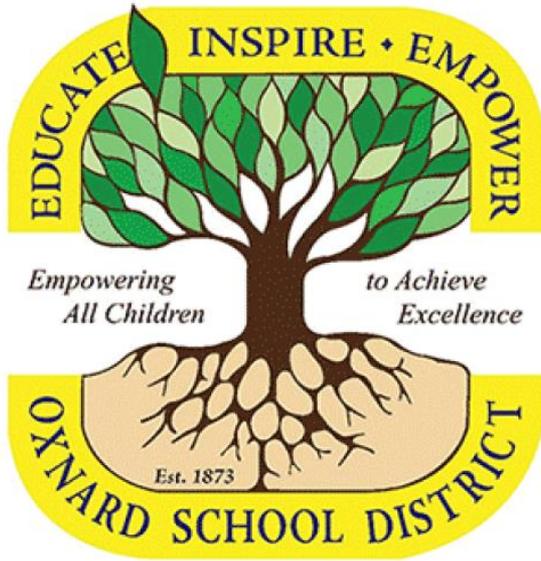
None.

RECOMMENDATION:

None – information only.

ADDITIONAL MATERIALS:

Attached: [Transportation Services Presentation \(9 pages\)](#)



Transportation Services

Presenter:
Tony Briscoe
Director of Transportation

November 3, 2021



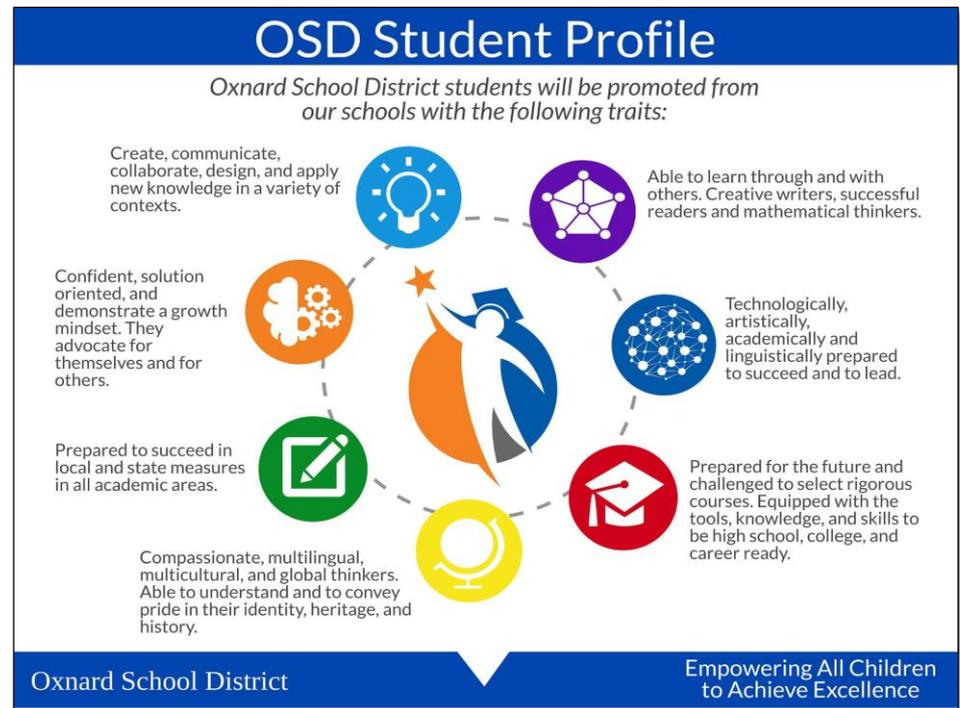
Overview

- Programs and services
- Vision and Mission
- Route information
- Seating capacity and safety record
- Focus for Fall 2021
- Program Enhancements
 - Newly implemented and future



3 Programs and Services

- Transportation to and from school
 - Administrative Placement/Opportunity
 - Newcomer Academy
 - Federally Mandated
 - Foster Youth
 - McKinney-Vento
 - Special Education





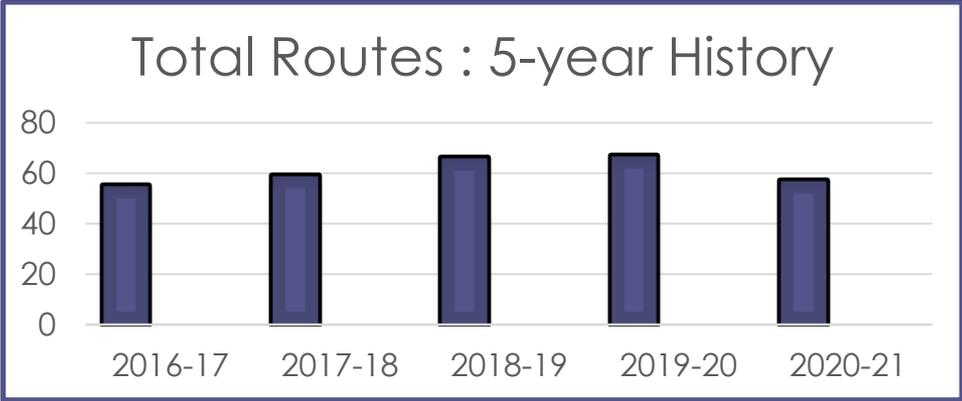
Vision and Mission

*Transporting children safely and on-time,
empowering them to achieve excellence*

To transport passengers in a safe, professional, efficient and cost-effective manner to ensure student access to educational programs, promote regular attendance and reduce tardiness, so that the pupils we serve may enhance their educational journey and extend their horizons beyond their everyday world.



Route Information



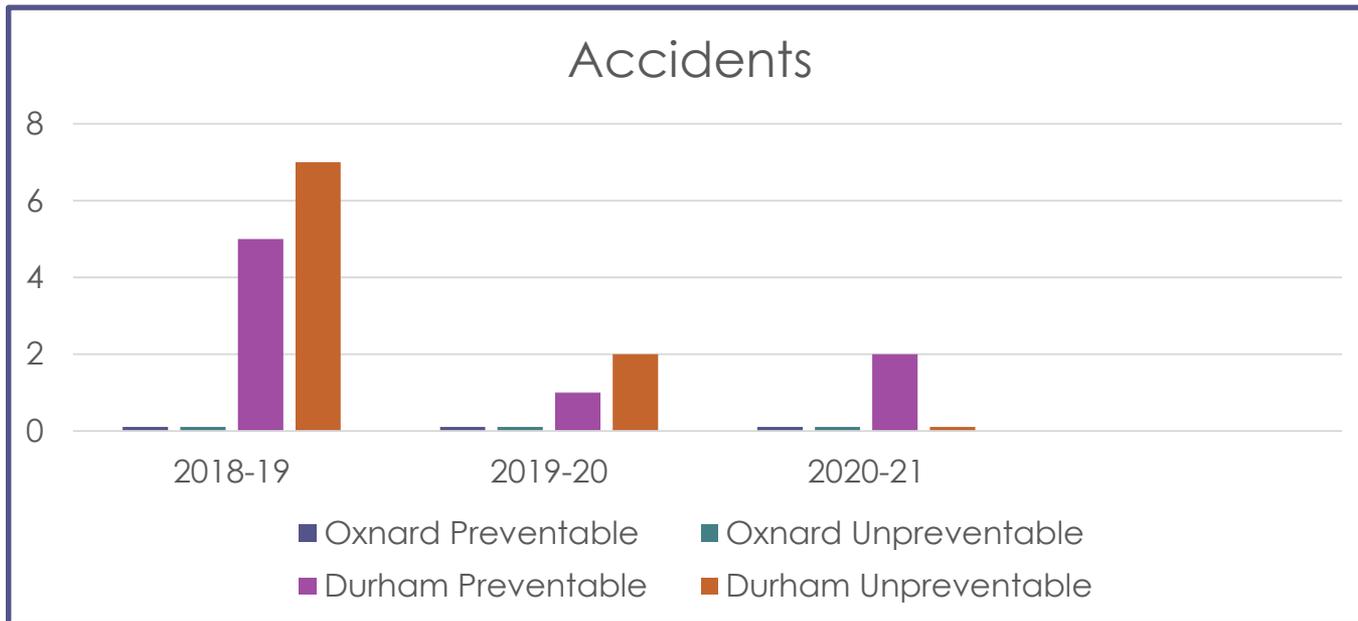
Vehicle Type	Oxnard	Durham	Total
Transit	5	15	20
Conventional	-	11	11
Van	4	22	26
Total Routes	9	48	57
Allocation	15.79%	84.21%	100%



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Seating Capacity and Safety Record

Seating Capacity	Oxnard	Durham	Total
Routed	95	433	528
Spare	41	124	165
Total Seats	136	557	693
Allocation	19.62%	80.38%	100%





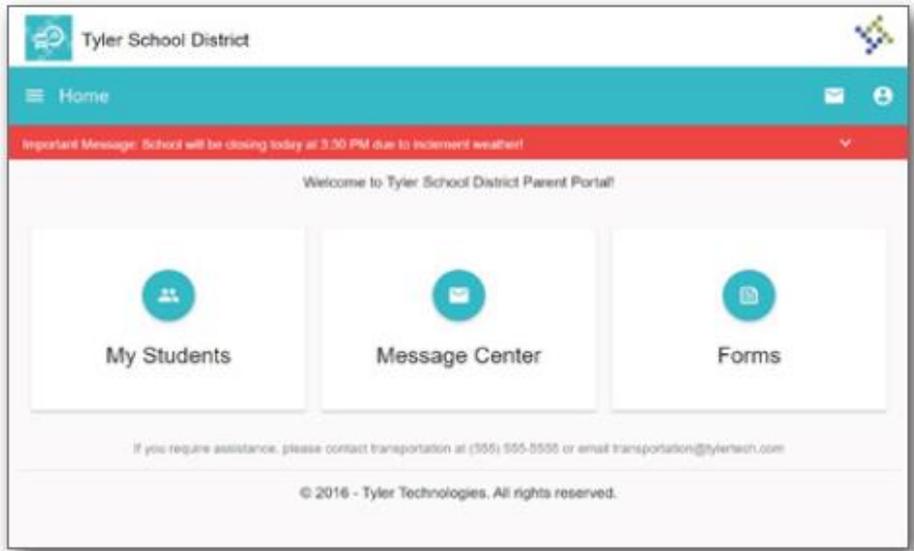
Current Focus – Fall 2021

- Staffing challenges
- ALC and HopSkipDrive
- Bell Schedules
- Overflow
- Safety Road Hazards
- Traffic Congestion



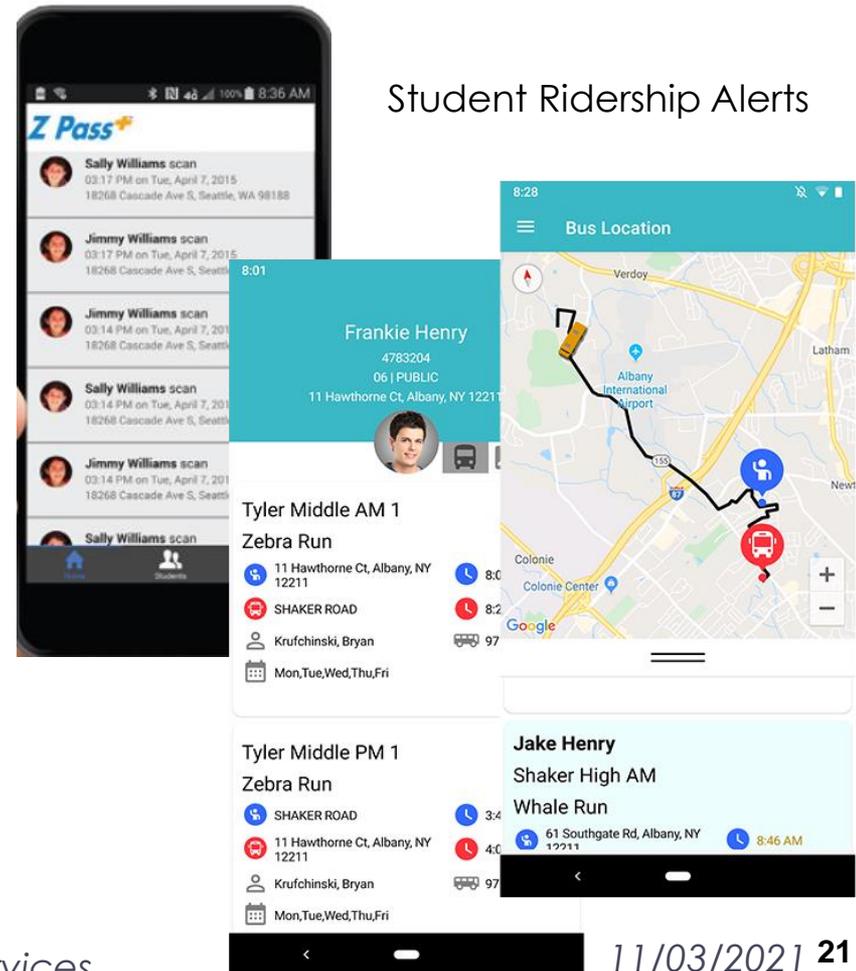
Program Enhancements

Current Web and Mobil Application



Future Enhancements

Student Ridership Alerts





Questions



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 03, 2021

Agenda Section: Section A: Report

Report on Student Achievement Data from Spring 2020-2021 (DeGenna/Thomas)

The Educational Services Team will present a report on student achievement data from district level assessments (Renaissance Star) for English/Language Arts and Math from the spring of 2020-2021.

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Student Achievement Data -Spring 20-21.pdf](#)

Star Assessment Data

Oxnard School District



OSD Student Profile

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

Create, communicate, collaborate, design, and apply new knowledge in a variety of contexts.



Able to learn through and with others. Creative writers, successful readers and mathematical thinkers.



Confident, solution oriented, and demonstrate a growth mindset. They advocate for themselves and for others.



Technologically, artistically, academically and linguistically prepared to succeed and to lead.



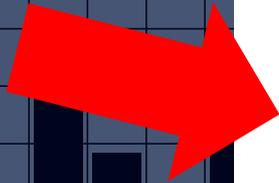
Prepared to succeed in local and state measures in all academic areas.



Prepared for the future and challenged to select rigorous courses. Equipped with the tools, knowledge, and skills to be high school, college, and career ready.



Compassionate, multilingual, multicultural, and global thinkers. Able to understand and to convey pride in their identity, heritage, and history.



Star instead of CAASPP

Spring Summative Assessment Administration Flexibility Guidelines

“California will continue to provide all the Summative statewide assessments. For Smarter Balanced English Language Arts (ELA) and mathematics statewide assessments, where COVID circumstances do not make the statewide assessments a viable option, local educational agencies (LEAs) may use a locally administered assessment that meets the following criteria:

- Must be aligned with California Common Core State Standards (CA CCSS) for ELA and mathematics
- Must be available to students in grades 3–8, and grade 11
- Must be uniformly administered across a grade, grade span, school, or district to all eligible students
- The LEA is responsible and must report the test results to parents and teachers and in the School Accountability Report Card and the Local Educational Agency Report Card.”

What is Star?

Renaissance Learning

How the test works.

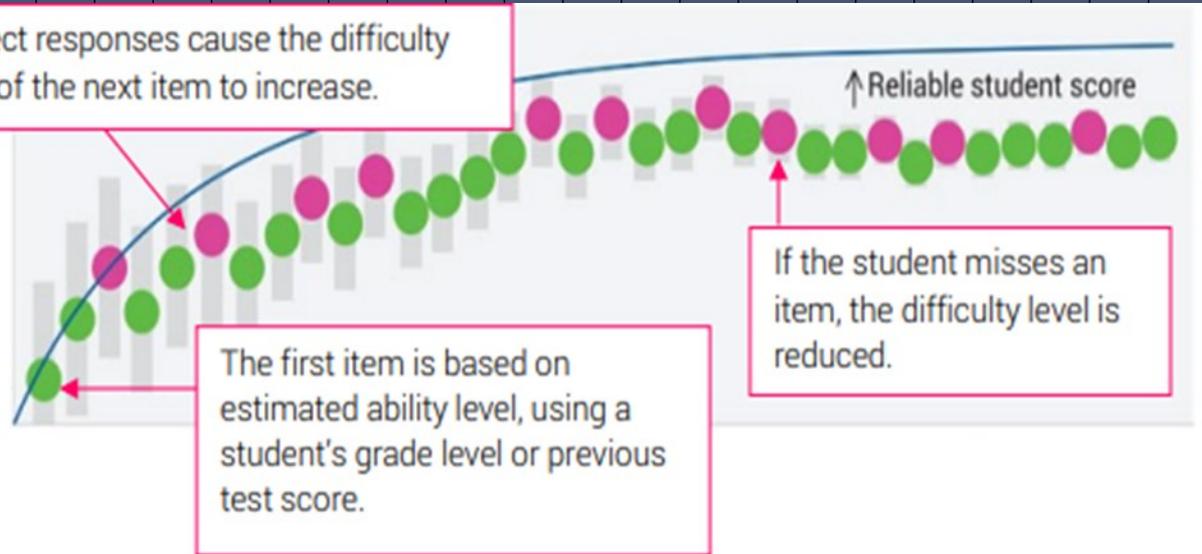
Star Assessments (Star Reading, Star Math, and Star Early Literacy) are online computer-adaptive tests (CATs). Instead of grade-level test forms, Star tests tailor items to a student's responses to quickly zero in on the student's achievement level and arrive at a reliable score.

Correct responses cause the difficulty level of the next item to increase.

The first item is based on estimated ability level, using a student's grade level or previous test score.

If the student misses an item, the difficulty level is reduced.

↑ Reliable student score



Test Design

Star Early Literacy (grades K-2)

Alphabetic principle

Concept of word

Visual discrimination

Phonemic Awareness

Phonics

Structural Analysis

Vocabulary

Sentence-level comprehension

Paragraph-level comprehension

Early Numeracy

Star Reading (grades 2-8)

Word knowledge

Comprehension strategies

Constructing meaning

Analyzing literary text

Understanding author's craft

Analyzing argument

Evaluating text

Star Math (grades 1-8)

Numbers

Operations

Algebra

Measurement

Data Analysis

Statistics

Probability

Scoring

▣ Scaled Score

- Based on difficulty of items and the number of correct responses.
- Useful for comparing performance across grade levels.
- All norm-referenced scores are derived from the scaled score.
- Scores range from 0-900 (Enterprise).

▣ Percentile Rank

- Indicates the percentage of students nationally who obtained a scaled score equal to or lower than the score of a student.
- Norm-referenced and range from 1-99.
- A student with a PR of 75 performed as well as or better than 75% of same grade students nationwide.

▣ Student Growth Percentile (SGP)

- Compares a student's score from one testing period to the next with that of academic peers nationwide.
- A student with an SGP of 75 indicates that the student's growth was better than 75% of students in the state.

Percentile Rank of 40

A Percentile Rank (PR) of 40 is a cut score that serves as a proficiency benchmark; students whose test scores place them in a Percentile Rank of 40 or higher will likely meet end-of-year performance goals as defined by the state or local standards.

Cut scores of PR 25 and PR 10 also serve as benchmarks—however, these benchmarks are used to help teachers determine appropriate instruction for different groups of students



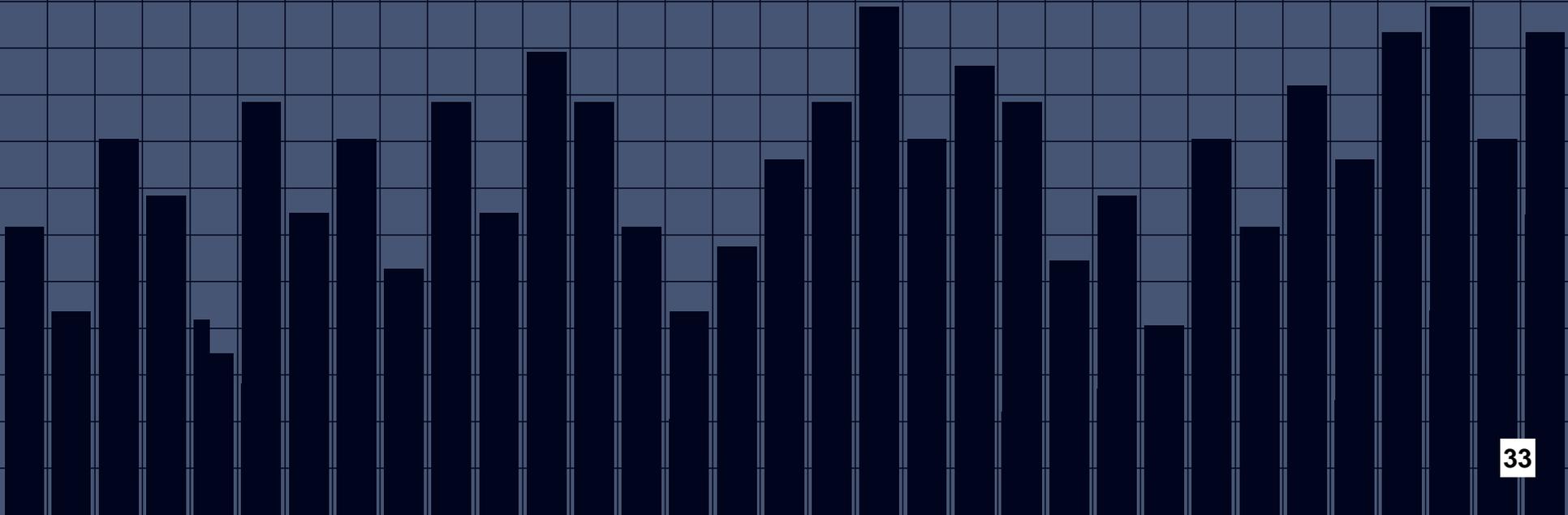
Benchmarks

Default benchmarks for Star Early Literacy, Star Reading, and Star Math		
Category	Description	Default cut score
 At/Above Benchmark (green)	Students meeting or exceeding the benchmark score	At/Above 40 PR
 On Watch (blue)	Students slightly below the benchmark score	Automatically calculated range between At/Above Benchmark and Intervention
 Intervention (yellow)	Students below the benchmark score	Below 25 PR
 Urgent Intervention (red)	Students far below the benchmark score	Below 10 PR

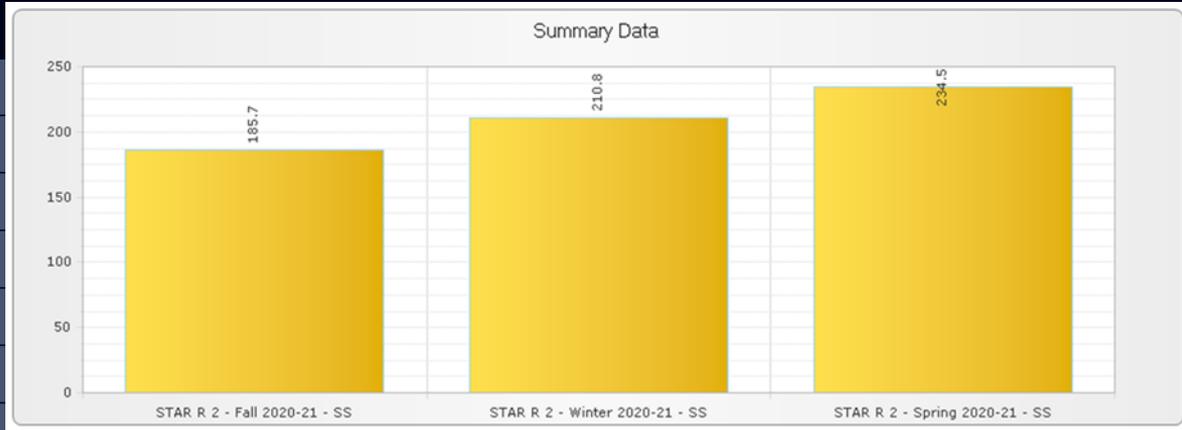
Example – Star Reading

Percentile ^b	Fall (September)		Winter (January)		Spring (May)	
	Scaled Score	Est. ORF ^c	Scaled Score	Est. ORF ^c	Scaled Score	Est. ORF ^c
10	84	24	97	29	139	37
20	100	30	147	39	199	52
25	114	33	170	44	222	57
40	182	47	230	59	279	72
50	219	56	265	68	317	83
75	319	83	367	97	421	111
90	413	109	463	121	519	139

Star Reading 2020-21



2nd Grade

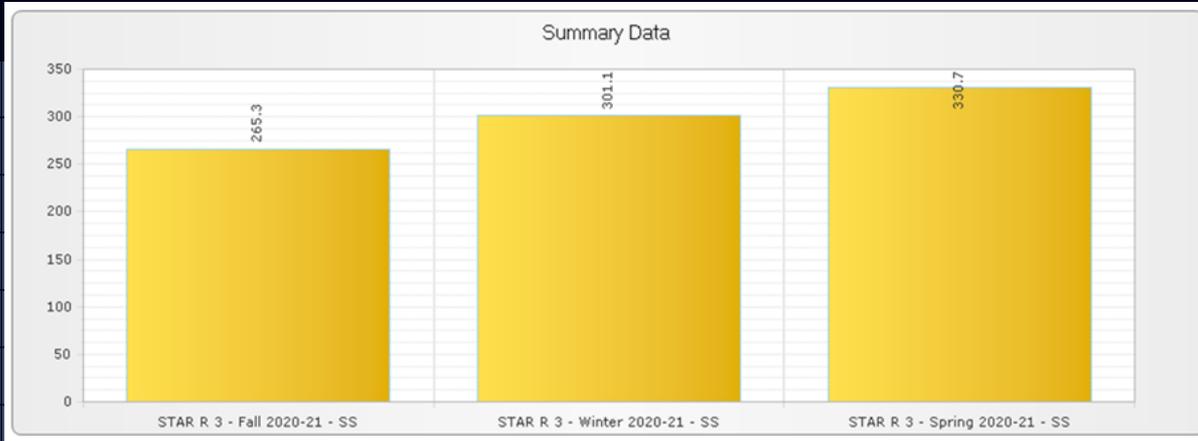


Spring Average Scale Score = 234.5

Percentile ^b	Fall (September)		Winter (January)		Spring (May)	
	Scaled Score	Est. ORF ^c	Scaled Score	Est. ORF ^c	Scaled Score	Est. ORF ^c
10	84	24	97	29	139	37
20	100	30	147	39	199	52
25	114	33	170	44	222	57
40	182	47	230	59	279	72
50	219	56	265	68	317	83
75	319	83	367	97	421	111
90	413	109	463	121	519	139



	Fall 2020-21	Winter 2020-21	Spring 2020-21
Urgent Intervention:	335 (25.21%)	458 (31.76%)	477 (32.96%)
Intervention:	232 (17.46%)	217 (15.05%)	256 (17.69%)
On Watch:	207 (15.58%)	184 (12.76%)	198 (13.68%)
At/Above Benchmark:	555 (41.76%)	583 (40.43%)	516 (35.66%)



Spring Average Scale Score = 330.7

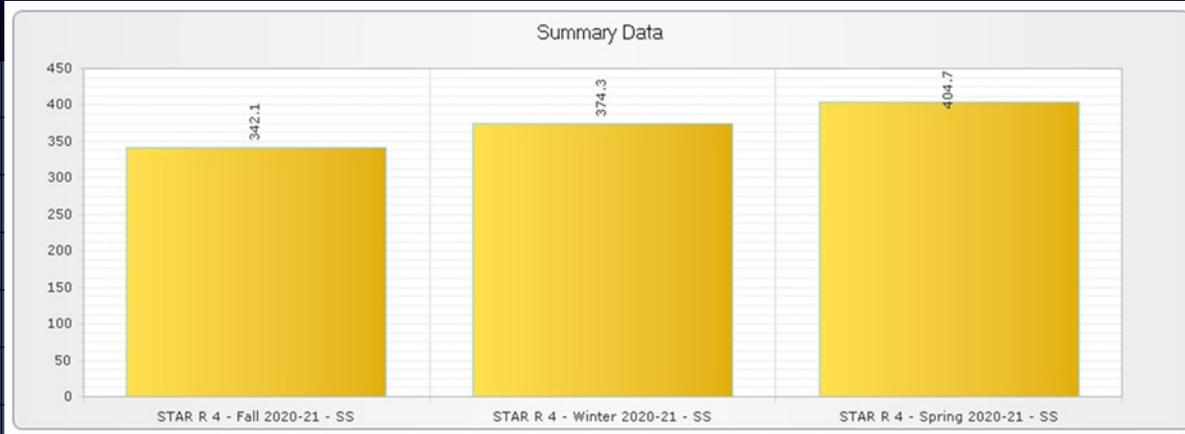
Percentile ^b	Fall (September)		Winter (January)		Spring (May)	
	Scaled Score	Est. ORF ^c	Scaled Score	Est. ORF ^c	Scaled Score	Est. ORF ^c
10	176	48	213	54	247	59
20	236	57	269	64	306	72
25	261	63	294	70	332	78
40	323	76	360	85	392	95
50	362	85	394	95	435	105
75	467	112	505	121	548	132
90	567	138	615	150	669	161



	Fall 2020-21	Winter 2020-21
Urgent Intervention:	415 (27.05%)	472 (29.82%)
Intervention:	346 (22.56%)	327 (20.66%)
On Watch:	290 (18.9%)	270 (17.06%)
At/Above Benchmark:	483 (31.49%)	514 (32.47%)



4th Grade

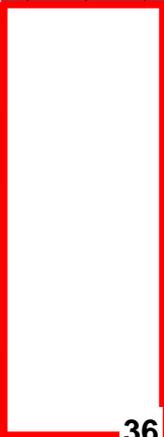


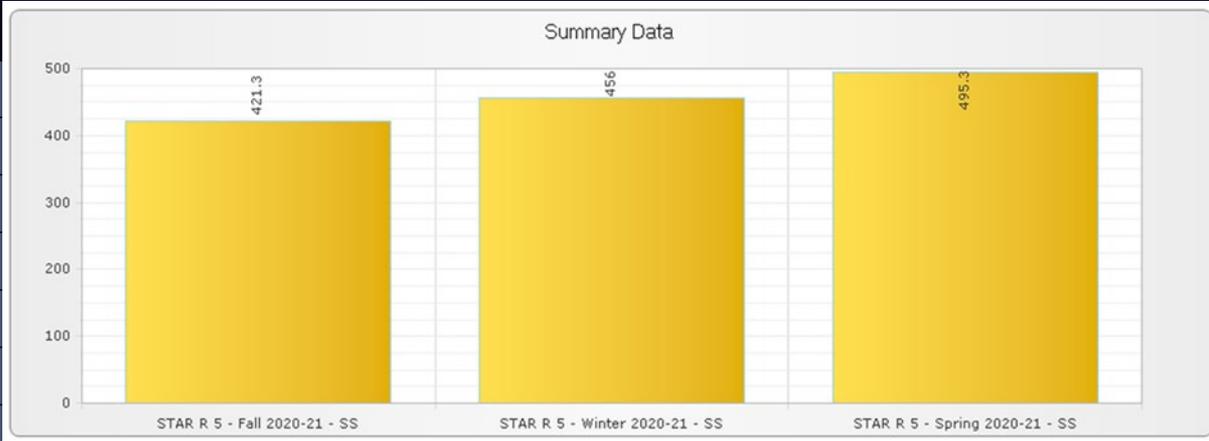
Spring Average Scale Score = 404.7

Percentile ^b	Fall (September)		Winter (January)		Spring (May)	
	Scaled Score	Est. ORF ^c	Scaled Score	Est. ORF ^c	Scaled Score	Est. ORF ^c
10	269	62	292	67	319	73
20	332	76	360	83	380	89
25	357	82	380	89	409	95
40	424	98	455	105	479	111
50	465	107	494	114	522	120
75	577	133	619	141	669	148
90	703	154	780	178	855	190



	Fall 2020-21	Winter 2020-21
Urgent Intervention:	493 (31.58%)	515 (32.27%)
Intervention:	357 (22.87%)	343 (21.49%)
On Watch:	238 (15.25%)	231 (14.47%)
At/Above Benchmark:	473 (30.3%)	507 (31.77%)





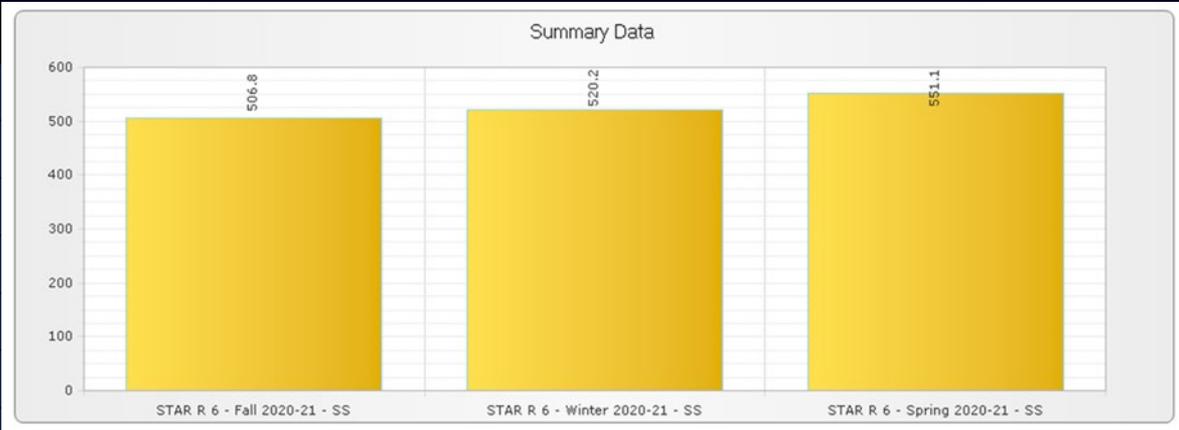
Spring Average Scale Score = 495.3

Percentile ^b	Fall (September)		Winter (January)		Spring (May)	
	Scaled Score	Est. ORF ^c	Scaled Score	Est. ORF ^c	Scaled Score	Est. ORF ^c
10	345	-	369	-	392	-
20	421	-	449	-	469	-
25	453	-	472	-	499	-
40	525	-	555	-	584	-
50	570	-	606	-	640	-
75	722	-	790	-	851	-
90	908	-	964	-	1051	-



	Fall 2020-21	Winter 2020-21
Urgent Intervention:	517 (31.35%)	575 (34.19%)
Intervention:	462 (28.02%)	358 (21.28%)
On Watch:	274 (16.62%)	264 (15.7%)
At/Above Benchmark:	396 (24.01%)	485 (28.83%)

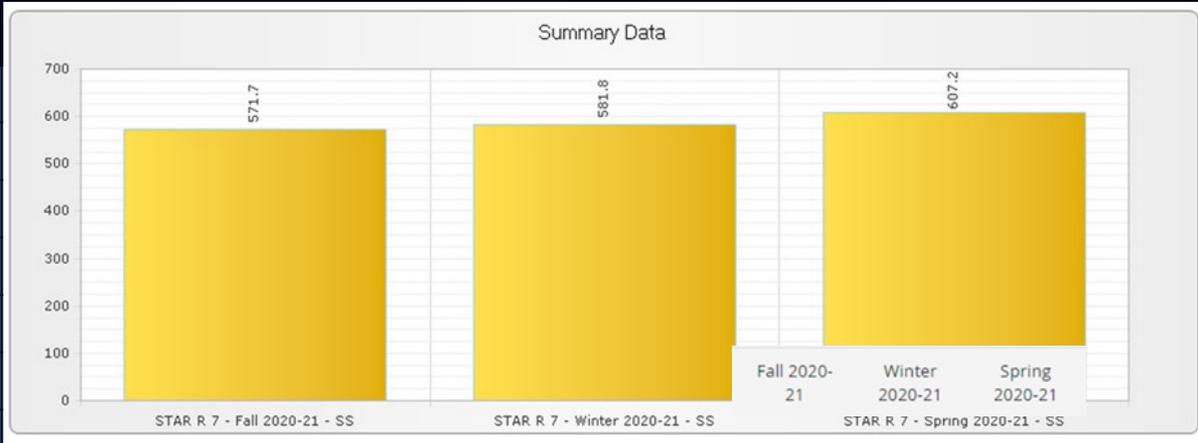




Spring Average Scale Score = 551.1

Percentile ^b	Fall (September)		Winter (January)		Spring (May)	
	Scaled Score	Est. ORF ^c	Scaled Score	Est. ORF ^c	Scaled Score	Est. ORF ^c
10	424	-	446	-	465	-
20	505	-	528	-	555	-
25	537	-	561	-	590	-
40	626	-	660	-	698	-
50	684	-	731	-	795	-
75	908	-	952	-	1015	-
90	1116	-	1191	-	1244	-

	Fall 2020-21	Winter 2020-21
Urgent Intervention:	533 (35.63%)	603 (38.36%)
Intervention:	374 (25%)	371 (23.6%)
On Watch:	236 (15.78%)	235 (14.95%)
At/Above Benchmark:	353 (23.6%)	363 (23.09%)

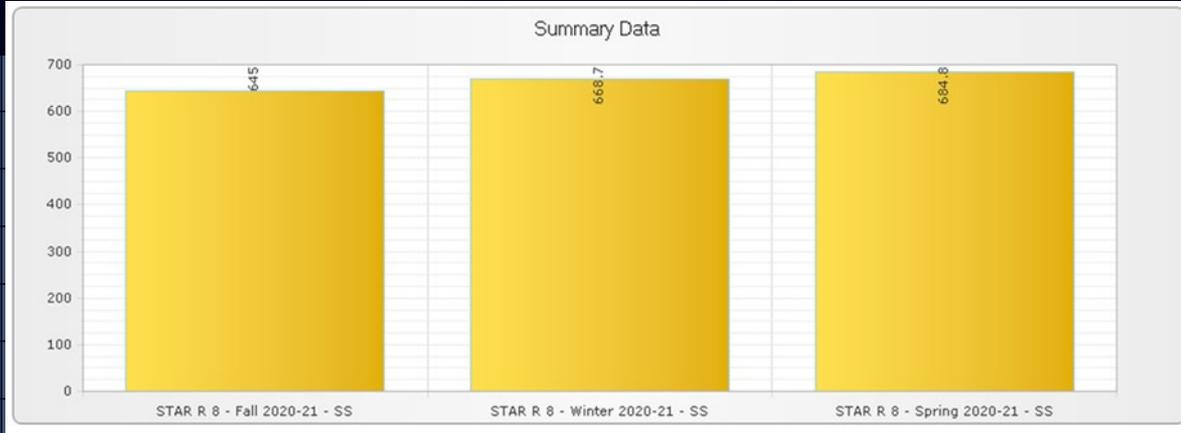


Spring Average Scale Score = 607.2

Percentile ^b	Fall (September)		Winter (January)		Spring (May)	
	Scaled Score	Est. ORF ^c	Scaled Score	Est. ORF ^c	Scaled Score	Est. ORF ^c
10	472	-	492	-	508	-
20	561	-	584	-	609	-
25	601	-	626	-	651	-
40	713	-	762	-	806	-
50	811	-	855	-	895	-
75	1051	-	1124	-	1181	-
90	1279	-	1309	-	1322	-

	Fall 2020-21	Winter 2020-21
Urgent Intervention:	527 (36.02%)	594 (38.98%)
Intervention:	381 (26.04%)	360 (23.62%)
On Watch:	216 (14.76%)	199 (13.06%)
At/Above Benchmark:	339 (23.17%)	371 (24.34%)

39



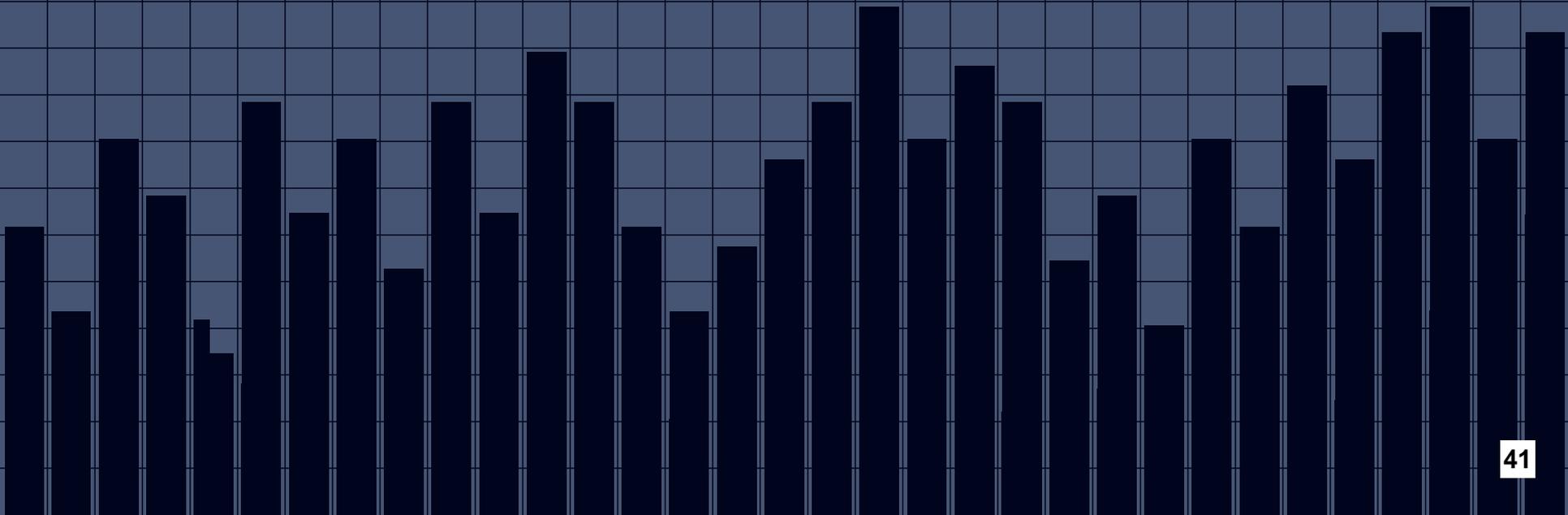
Spring Average Scale Score = 684.8

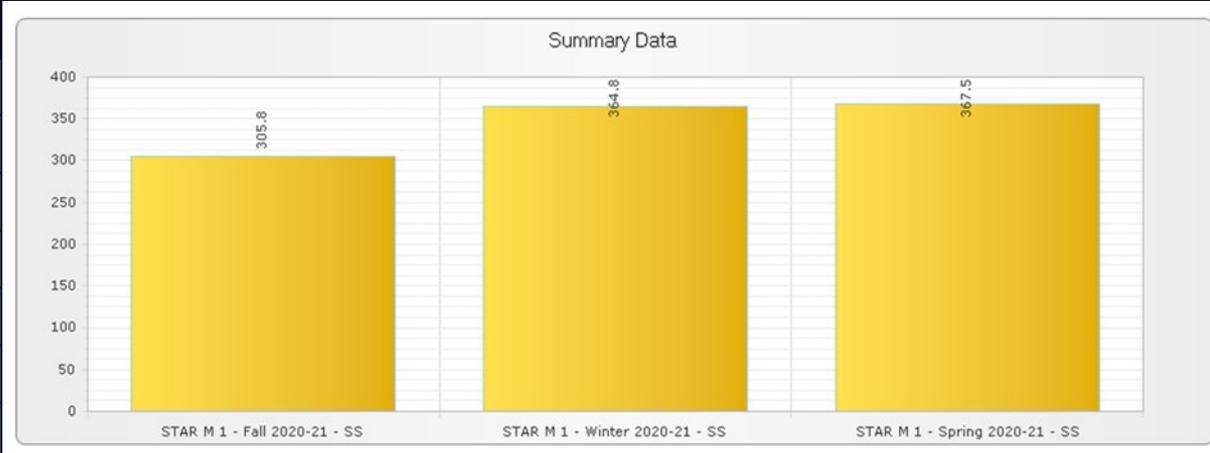
Percentile ^b	Fall (September)		Winter (January)		Spring (May)	
	Scaled Score	Est. ORF ^c	Scaled Score	Est. ORF ^c	Scaled Score	Est. ORF ^c
10	528	-	552	-	567	-
20	633	-	660	-	689	-
25	680	-	713	-	753	-
40	847	-	882	-	908	-
50	921	-	958	-	994	-
75	1214	-	1250	-	1293	-
90	1327	-	1336	-	1343	-

	Fall 2020-21	Winter 2020-21
Urgent Intervention:	537 (36.06%)	579 (37.21%)
Intervention:	377 (25.32%)	341 (21.92%)
On Watch:	263 (17.66%)	281 (18.06%)
At/Above Benchmark:	312 (20.95%)	355 (22.81%)

40

Star Math 2020-21



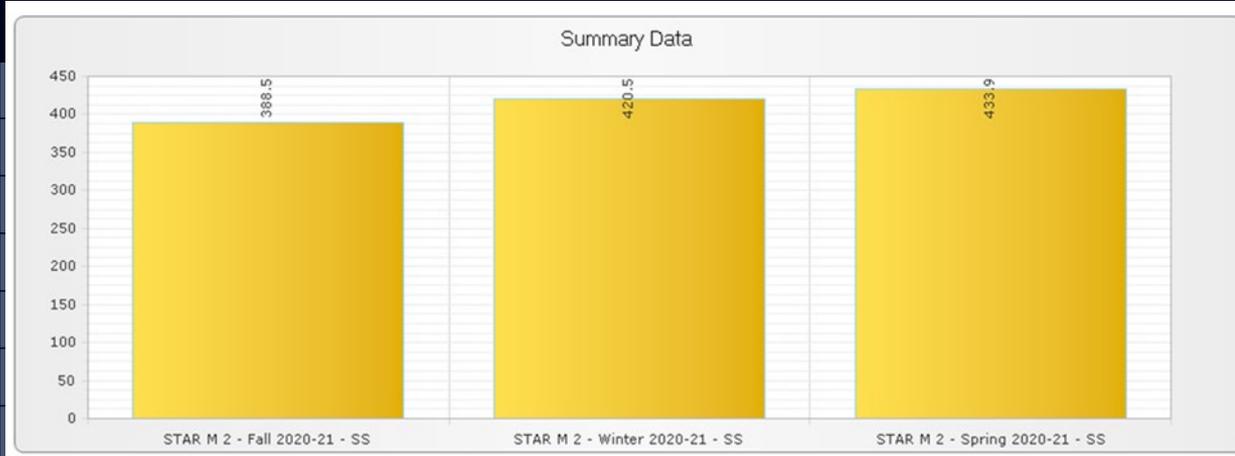


Spring Average Scale Score = 367.5

	Fall (September)	Winter (January)	Spring (May)
Percentile ^b	Scaled Score	Scaled Score	Scaled Score
10	151	209	266
20	188	248	307
25	204	263	321
40	240	299	357
50	264	323	380
75	331	386	442
90	393	447	499

	Fall 2020-21	Winter 2020-21
Urgent Intervention:	70 (5.08%)	105 (7.44%)
Intervention:	125 (9.08%)	124 (8.79%)
On Watch:	169 (12.27%)	135 (9.57%)
At/Above Benchmark:	1013 (73.57%)	1047 (74.2%)





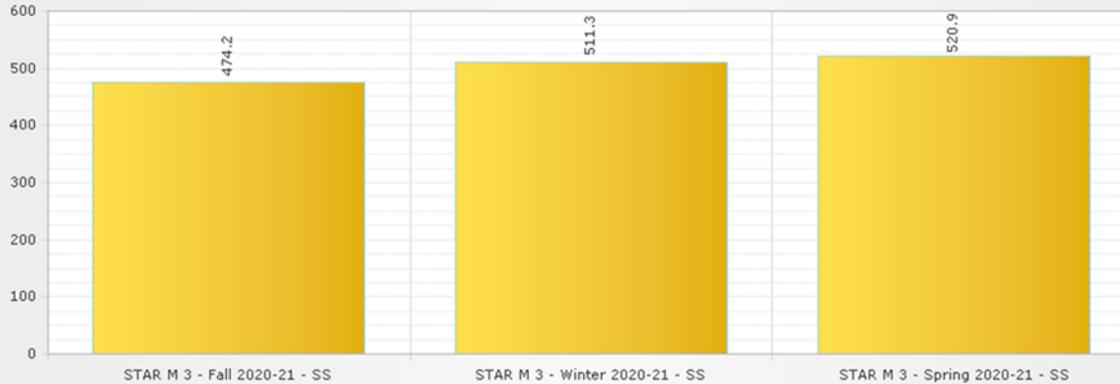
Spring Average Scale Score = 433.9

	Fall (September)	Winter (January)	Spring (May)
Percentile ^b	Scaled Score	Scaled Score	Scaled Score
10	300	347	393
20	344	386	430
25	360	401	442
40	396	435	476
50	416	456	495
75	469	510	551
90	518	560	603

	Fall 2020-21	Winter 2020-21
Urgent Intervention:	229 (16.85%)	331 (23.02%)
Intervention:	329 (24.21%)	302 (21%)
On Watch:	216 (15.89%)	173 (12.03%)
At/Above Benchmark:	585 (43.05%)	632 (43.95%)



Summary Data



Spring Average Scale Score = 520.9

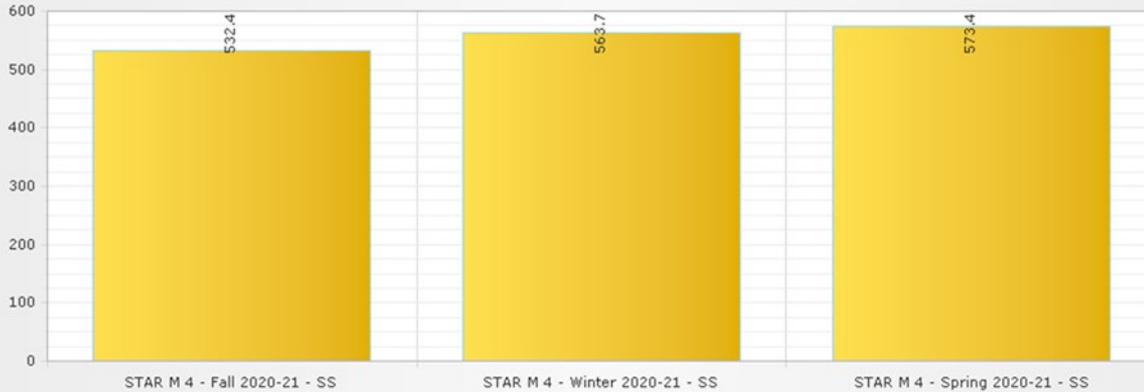
	Fall (September)	Winter (January)	Spring (May)
Percentile ^b	Scaled Score	Scaled Score	Scaled Score
10	393	429	465
20	432	473	512
25	447	487	528
40	482	523	565
50	502	544	586
75	556	598	640
90	604	645	686



	Fall 2020-21	Winter 2020-21
Urgent Intervention:	289 (19.24%)	341 (21.35%)
Intervention:	250 (16.64%)	278 (17.41%)
On Watch:	252 (16.78%)	224 (14.03%)
At/Above Benchmark:	711 (47.34%)	754 (47.21%)



Summary Data

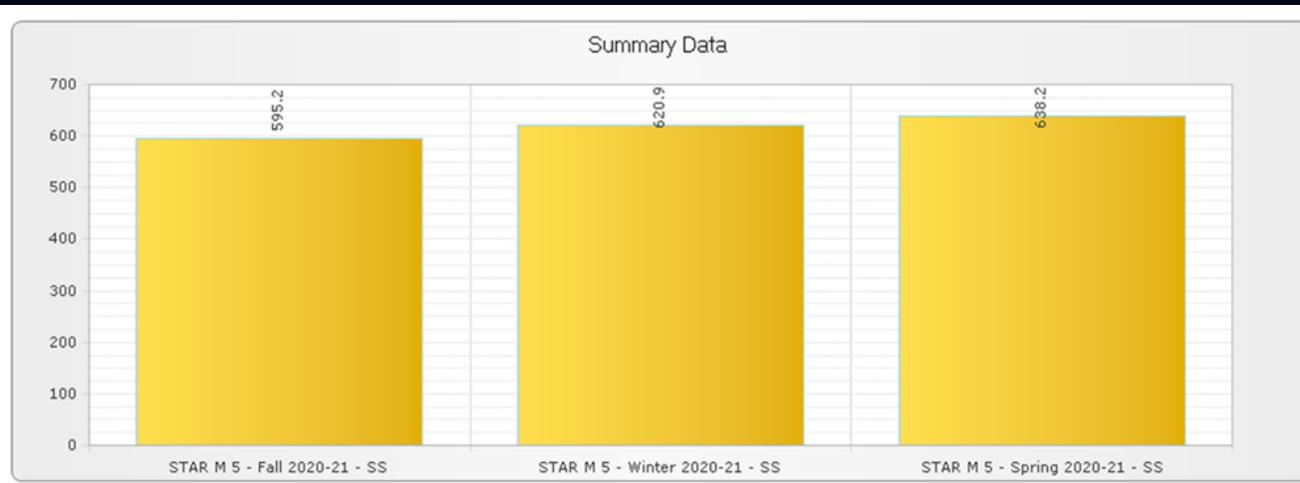


Spring Average Scale Score = 573.4

	Fall (September)	Winter (January)	Spring (May)
Percentile ^b	Scaled Score	Scaled Score	Scaled Score
10	466	497	528
20	515	544	573
25	531	560	590
40	567	598	627
50	590	621	651
75	645	677	708
90	694	726	757

	Fall 2020-21	Winter 2020-21
Urgent Intervention:	338 (22.02%)	381 (23.93%)
Intervention:	345 (22.48%)	309 (19.41%)
On Watch:	260 (16.94%)	253 (15.89%)
At/Above Benchmark:	592 (38.57%)	649 (40.77%)



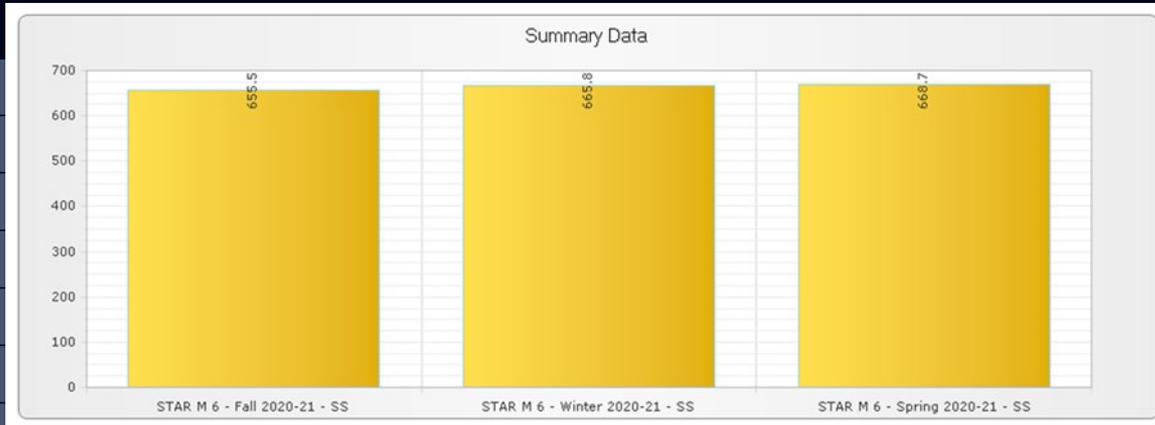


Spring Average Scale Score = 638.2

	Fall (September)	Winter (January)	Spring (May)
Percentile ^b	Scaled Score	Scaled Score	Scaled Score
10	528	554	580
20	575	603	629
25	593	619	647
40	634	660	684
50	655	681	708
75	716	741	767
90	770	795	819

	Fall 2020-21	Winter 2020-21
Urgent Intervention:	367 (22.18%)	369 (21.9%)
Intervention:	365 (22.05%)	360 (21.36%)
On Watch:	274 (16.56%)	248 (14.72%)
At/Above Benchmark:	649 (39.21%)	708 (42.02%)



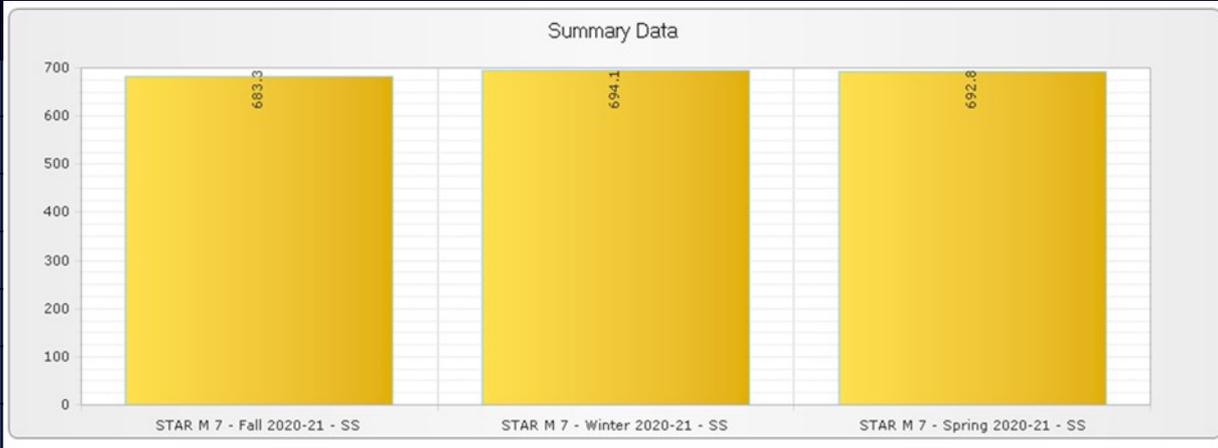


Spring Average Scale Score = 668.7

	Fall (September)	Winter (January)	Spring (May)
Percentile ^b	Scaled Score	Scaled Score	Scaled Score
10	583	609	634
20	637	658	679
25	655	674	695
40	699	718	738
50	723	744	764
75	790	808	824
90	835	858	882

	Fall 2020-21	Winter 2020-21
Urgent Intervention:	336 (22.66%)	415 (26.79%)
Intervention:	336 (22.66%)	332 (21.43%)
On Watch:	279 (18.81%)	278 (17.95%)
At/Above Benchmark:	532 (35.87%)	524 (33.83%)

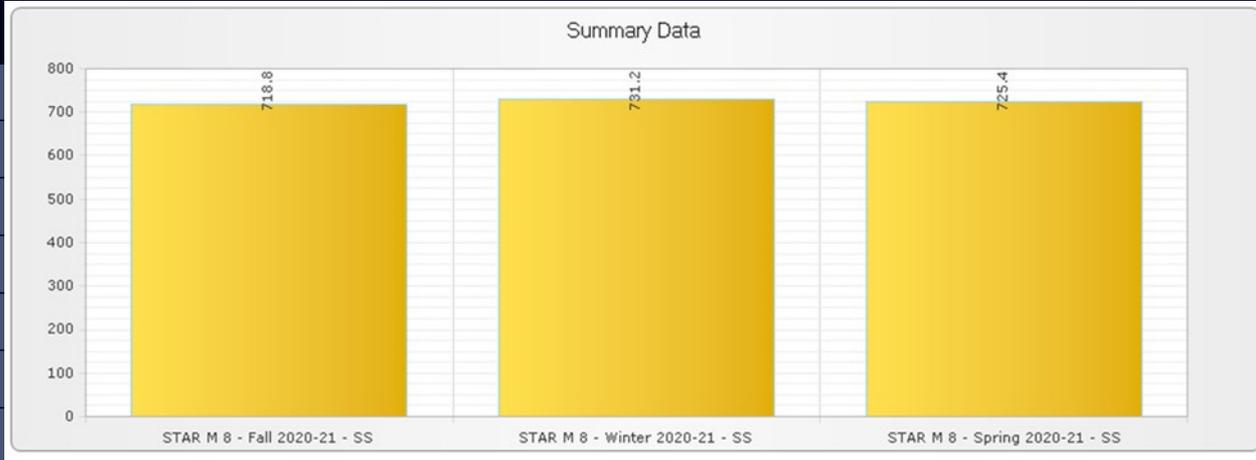




Spring Average Scale Score = 692.8

	Fall (September)	Winter (January)	Spring (May)
Percentile ^b	Scaled Score	Scaled Score	Scaled Score
10	612	630	647
20	668	682	697
25	689	702	715
40	736	749	764
50	765	778	793
75	830	843	858
90	879	899	916

	Fall 2020-21	Winter 2020-21
Urgent Intervention:	345 (25.57%)	398 (27.06%)
Intervention:	300 (22.24%)	284 (19.31%)
On Watch:	212 (15.72%)	236 (16.04%)
At/Above Benchmark:	492 (36.47%)	553 (37.59%)

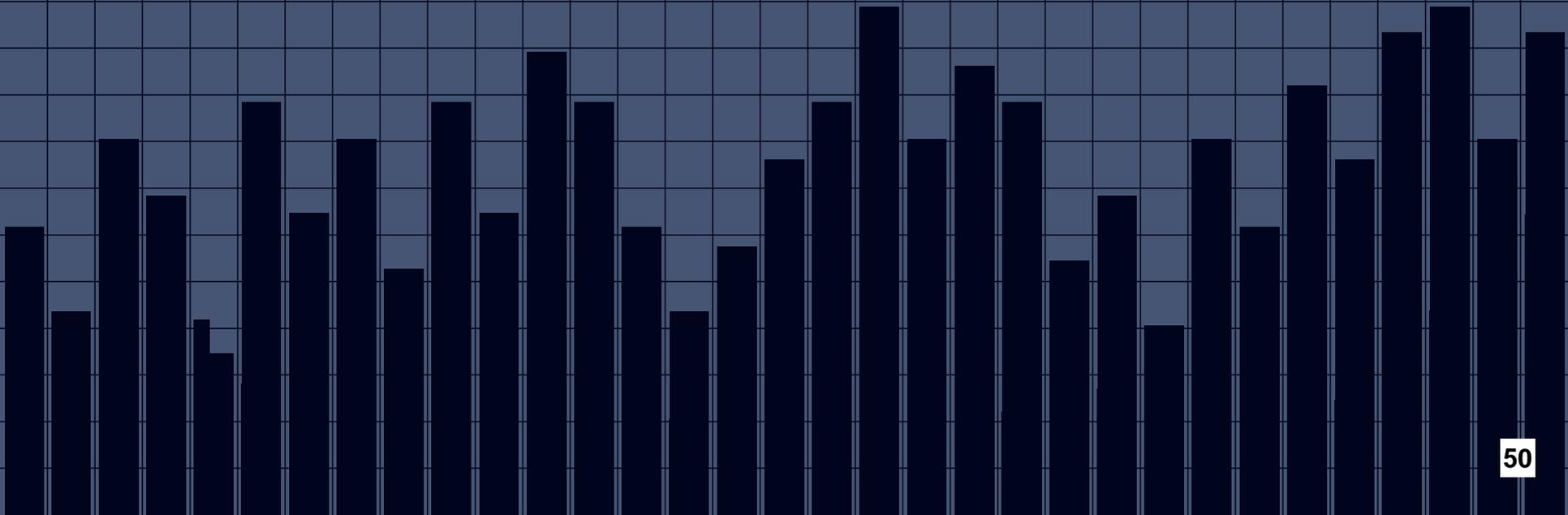


Spring Average Scale Score = 725.4

	Fall (September)	Winter (January)	Spring (May)
Percentile ^b	Scaled Score	Scaled Score	Scaled Score
10	630	647	663
20	692	707	723
25	713	726	741
40	767	780	791
50	796	809	821
75	866	881	894
90	923	941	959

	Fall 2020-21	Winter 2020-21
Urgent Intervention:	283 (18.79%)	287 (21.71%)
Intervention:	351 (23.31%)	288 (21.79%)
On Watch:	345 (22.91%)	221 (16.72%)
At/Above Benchmark:	527 (34.99%)	526 (39.79%)

Early Literacy 2020-21



Kindergarten

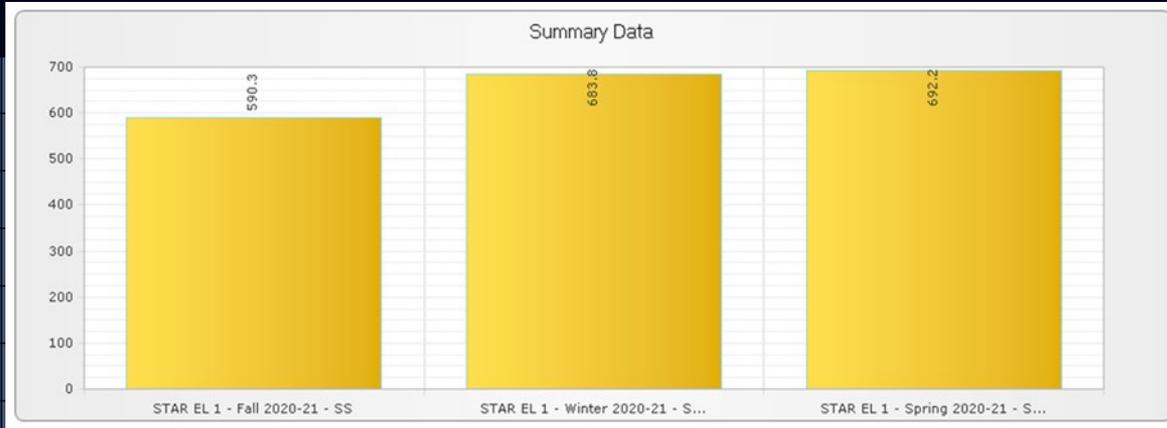


Spring Average Scale Score = 621.1

Percentile ^b	Fall (September)		Winter (January)		Spring (May)	
	Scaled Score	Est. ORF ^c	Scaled Score	Est. ORF ^c	Scaled Score	Est. ORF ^c
10	405	-	461	-	532	-
20	440	-	502	-	576	-
25	455	-	520	-	593	-
30	472	-	537	-	610	-
35	486	-	556	-	629	-
40	499	-	570	-	644	-
45	511	-	584	-	658	-
50	521	-	595	-	671	-
55	534	-	608	-	681	-
60	547	-	621	-	695	-
65	561	-	638	-	712	-
70	576	-	655	-	726	-
75	591	-	671	-	741	-
80	608	-	688	-	757	-

	Fall 2020-21	Winter 2020-21
Urgent Intervention:	342 (26.82%)	298 (21.91%)
Intervention:	195 (15.29%)	140 (10.29%)
On Watch:	172 (13.49%)	178 (13.09%)
At/Above Benchmark:	566 (44.39%)	744 (54.71%)

51



Spring Average Scale Score = 692.2

Percentile ^b	Fall (September)		Winter (January)		Spring (May)	
	Scaled Score	Est. ORF ^c	Scaled Score	Est. ORF ^c	Scaled Score	Est. ORF ^c
10	501	0	563	9	627	17
20	552	7	617	15	680	24
25	570	9	636	17	699	26
30	586	12	653	19	717	29
35	599	13	667	22	731	31
40	612	15	681	24	743	35
45	625	16	695	25	755	40
50	640	18	710	27	768	45
55	656	20	723	30	778	50
60	674	22	737	33	787	55
65	692	25	751	39	798	61
70	709	27	765	44	808	66
75	729	31	780	51	819	74
80	753	39	796	60	829	81



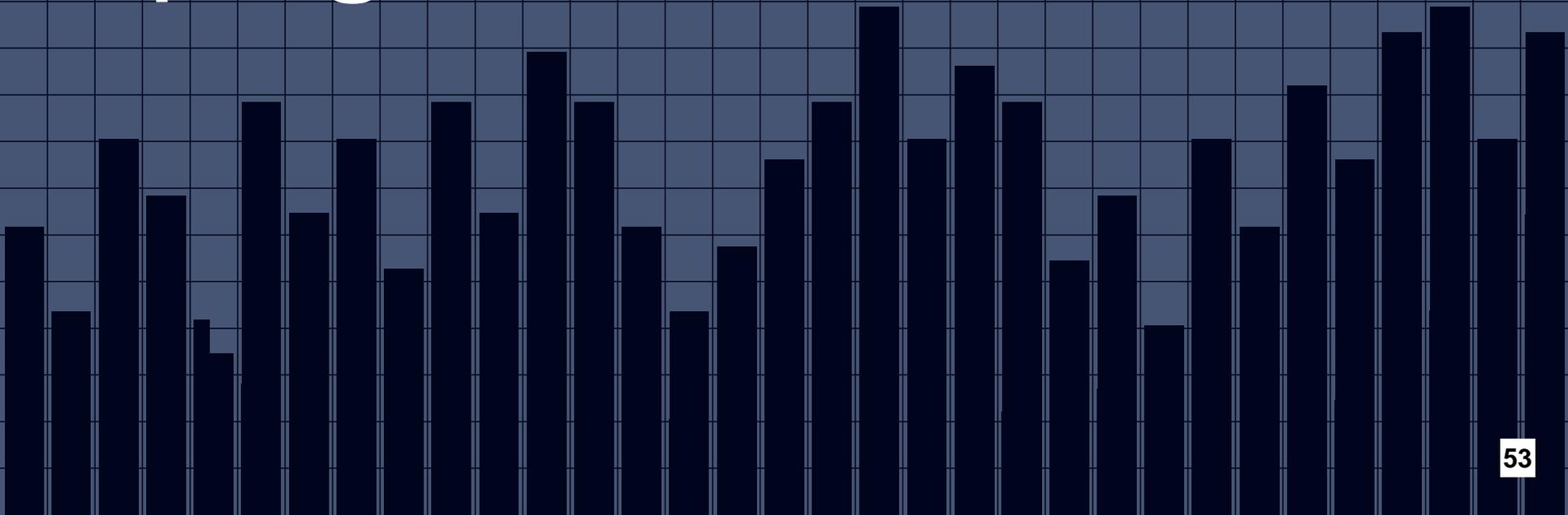
	Fall 2020-21	Winter 2020-21
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Urgent Intervention:	338 (23.87%)	228 (15.51%)
Intervention:	319 (22.53%)	255 (17.35%)
On Watch:	225 (15.89%)	149 (10.14%)
At/Above Benchmark:	534 (37.71%)	838 (57.01%)



By School

Spring 2020-21



Spring of 20-21

Star Reading				
School	Urgent Intervention	Intervention	On Watch	At/Above Benchmark
<i>Gr. TK-5</i>				
Brekke	34%	18%	14%	35%
Elm	43%	21%	12%	23%
Harrington	29%	25%	18%	28%
Marina West	41%	21%	13%	25%
McAuliffe	23%	16%	15%	46%
McKinna	44%	20%	13%	23%
Ramona	34%	26%	18%	22%
Richen	20%	19%	18%	44%
Rose Ave	35%	18%	15%	32%
Sierra Linda	34%	18%	14%	35%
<i>Gr. TK-8</i>				
Chavez	40%	22%	15%	23%
Curren	39%	21%	14%	26%
Driffill	36%	22%	16%	25%
Kamala	38%	25%	16%	22%
Lemonwood	31%	25%	16%	28%
Marshall	25%	22%	15%	38%
Soria	24%	18%	17%	41%
<i>Gr. 6-8</i>				
Frank	41%	21%	14%	24%
Fremont	40%	23%	16%	21%
Lopez	43%	24%	14%	19%

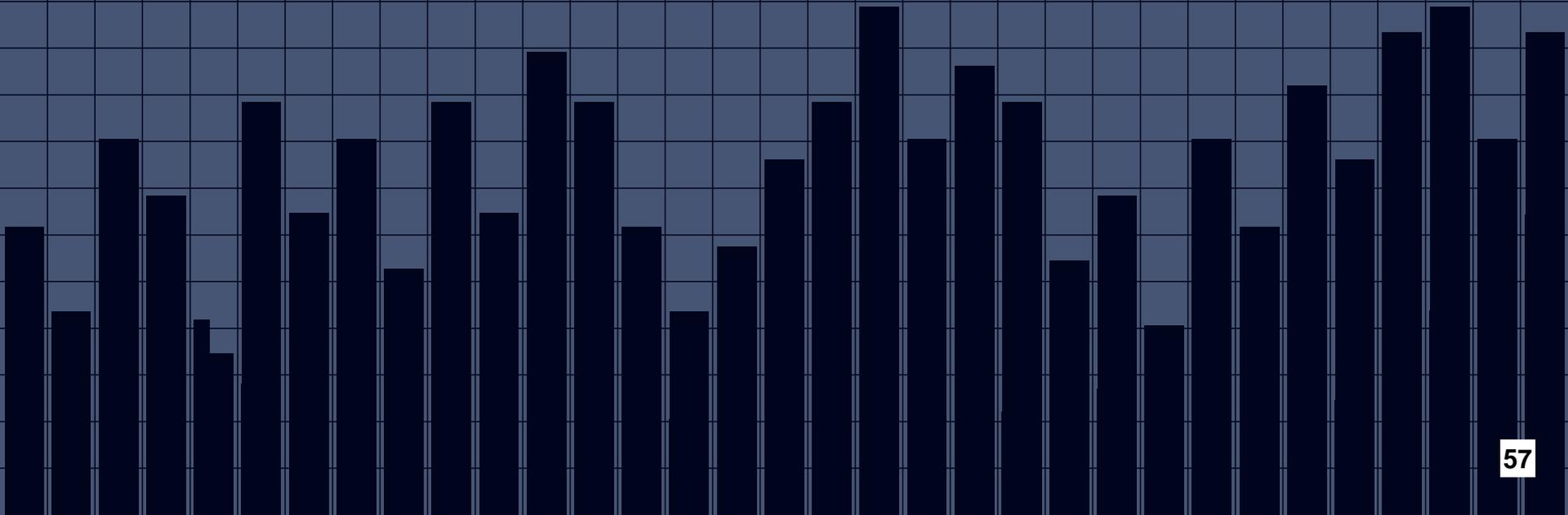
Star Math

School	Urgent Intervention	Intervention	On Watch	At/Above Benchmark
<i>Gr. TK-5</i>				
Brekke	11%	17%	14%	58%
Elm	38%	26%	11%	25%
Harrington	29%	20%	14%	37%
Marina West	33%	19%	17%	30%
McAuliffe	21%	19%	15%	45%
McKinna	33%	22%	14%	32%
Ramona	32%	25%	14%	29%
Ritchen	19%	17%	16%	48%
Rose Ave	28%	19%	14%	38%
Sierra Linda	31%	21%	10%	37%
<i>Gr. TK-8</i>				
Chavez	30%	21%	14%	34%
Curren	33%	23%	12%	32%
Driffill	27%	18%	15%	40%
Kamala	31%	23%	16%	30%
Lemonwood	30%	23%	14%	33%
Marshall	22%	21%	13%	43%
Soria	22%	20%	18%	41%
<i>Gr. 6-8</i>				
Frank	32%	20%	16%	31%
Fremont	31%	21%	16%	31%
Lopez	32%	23%	13%	32%

Star Early Literacy

School	Urgent Intervention	Intervention	On Watch	At/Above Benchmark
<i>Gr. TK-5</i>				
Brekke	38%	9%	10%	43%
Elm	53%	22%	10%	14%
Harrington	36%	28%	14%	22%
Marina West	54%	10%	11%	25%
McAuliffe	33%	17%	9%	41%
McKinna	36%	22%	15%	27%
Ramona	60%	14%	11%	15%
Ritchen	26%	18%	10%	46%
Rose Ave	35%	25%	17%	22%
Sierra Linda	48%	20%	10%	22%
<i>Gr. TK-8</i>				
Chavez	33%	16%	11%	40%
Curren	39%	19%	9%	32%
Driffill	24%	18%	11%	48%
Kamala	49%	18%	13%	19%
Lemonwood	55%	20%	11%	14%
Marshall	29%	14%	5%	51%
Soria	32%	17%	11%	40%

Longitudinal 2018-2021



Star Reading – At/Above Benchmark

Grade	Spring 18-19	Winter 19-20	Spring 20-21
2	33 %	42 %	26 %
3	34 %	40 %	33 %
4	36 %	37 %	33 %
5	30 %	32 %	30 %
6	25 %	24 %	24 %
7	21 %	23 %	23 %
8	20 %	19 %	21 %

Star Math – At/Above Benchmark

Grade	Spring 18-19	Winter 19-20	Spring 20-21
1	48 %	66 %	52 %
2	36 %	54 %	33 %
3	45 %	60 %	36 %
4	44 %	56 %	34 %
5	41 %	50 %	38 %
6	35 %	42 %	29 %
7	32 %	35 %	31 %
8	34 %	34 %	33 %

Star Early Literacy – At/Above Benchmark

Grade	Spring 18-19	Winter 19-20	Spring 20-21
K	36 %	43 %	46 %
1	40 %	62 %	37 %

Oxnard School District Benchmark Assessment Calendar 2021-22

Student Monitoring Windows included

Assessment	Grades	Initial	Student Monitoring Window	Fall	Student Monitoring Window	Winter	Student Monitoring Window	Spring	Student Monitoring Window	End of Year
Star Early Literacy	K-1-2	Aug 30-Sept 10 (9 days)	Sept 13-24 (10 days)		Nov 8-12 (4 days) or Nov 29-Dec 10 (10 days)	Dec 1-14 (starts on Wed. Can't start in Nov. due to SGP)	Feb 7-17 (9 days, 2 are conference days)	Mar 28-Apr 7 (no SGP)	Apr 19-29 (9 days)	May 31-June 10 (10 days)**
Star Reading	2-8							Apr 1-Apr 7 (only 5 days due to spring break & must start in April due to SGP)		
Star Math	1-8									
Interim Assessment Block (IAB) Reading & Math	3-8			<i>Administered and scored by Oct 22</i>		<i>Administered and scored by Feb 4 (Performance Task due for all grades)</i>				
Writing*	K-2			<i>Scored and inputted by Oct 15 (curriculum/unit prompt)</i>		<i>Scored and inputted by Feb 4 (curriculum/unit prompt)</i>		<i>Scored and inputted by Mar 25 (curriculum/unit prompt)</i>		
	3-8					<i>Administered and scored by Feb 4 (IAB Performance Task is the writing prompt)</i>				
Panorama SEL Survey	TK-8			Sept 20-Oct 1				Mar 21-Apr 1		
DRDP	PreK			Oct 24	Student Monitoring Intervention Implementation Collection of Evidence			Apr 22		
ASQ (Social-Emotional)	PreK			Oct 29						

Supports

District

- 3 days of summer teacher professional development
- Literacy Intervention Teachers (LIT)
- Intervention Service Providers (ISPs) for middle school
- 8 hour paras in Kindergarten and 1st grade
- Core 5/Lexia
- ST Math
- myON & Accelerated Reader
- Tutuonic tutoring

Site Level

- Tutoring by teachers
- Additional ISPs
- Regular collaboration time through PLCs
- Student Monitoring conferences
- Adherence to CST/SST process
- "Boot Camps" during intervention.

Thank You!

Any questions?



OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: November 03, 2021

Agenda Section: Section B: Hearing

Public Hearing - Appointment of Personnel Commissioner (Aguilera-Fort/Torres/Nair)

The Board appointee to the Personnel Commission is Mr. Ernest Morrison. The term of office for this position is for the period December 1, 2021 to December 1, 2024. Pursuant to Education Code 45246, the Board of Trustees must hold a public hearing in order to allow the public an opportunity to comment on the qualifications of the suggested appointee. Following the public hearing, the Board of Trustees may make its appointment or may make a substitute appointment or recommendation without further notification or public hearing.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent, the Assistant Superintendent, Human Resources, and the Director, Classified Human Resources, that the Board of Trustees appoint their representative on the Personnel Commission for a three-year term beginning December 1, 2021.

ADDITIONAL MATERIALS:

Attached: [Memo from HR - Board Appointee to PC 2021 \(2 pages\)](#)
[PC Rules 20.100 Appointment \(2 pages\)](#)



OXNARD SCHOOL DISTRICT

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RECEIVED

SEP 23 2021

Superintendent's Office

To: Dr. Karling Aguilera-Fort, Superintendent

From: Shristie Nair, Director, Classified Human Resources *SN*

Date: September 23, 2021

Re: Board Appointee to the Personnel Commission

This is to serve as notice that the term of office for the Board of Trustees' appointee to the Personnel Commission will come to an end at noon on December 1, 2021. The Board's current appointee is Ms. Irma J. Lopez.

Below you will find an outline of the process for re-appointing the current incumbent or appointing a new Commissioner. Attached for your information you will also find copies of the relevant Education Code sections that govern this appointment.

Please let me know if our office can be of assistance regarding this appointment.

Personnel Commission Appointment Process - District Representative

Education Code Section 46256(b)(1) requires public notice from the Board of Trustees of the intended appointee to the Personnel Commission no later than September 30th.

Education Code Section 46256(d) then requires a public hearing of the Board to be held after 30 days and within 45 days of the date of the public notice of the intended appointee in order to provide the public an opportunity to comment on the qualifications of the appointee. Subsequent to that subdivision (d) states, "The board at the time may make its appointment or may make a substitute appointment or recommendation without further notification or public hearing."

Education Code Section 45244 sets forth the qualifications for membership on the Personnel Commission.

1. Registered voter and resident within the jurisdiction of the district; and
2. Be a known adherent to the principle of the merit system.

The term of each Commissioner is for 3 years and expires at noon on December 1st.

Attachment

cc: Edward Castillo, Chair, Personnel Commission
Irma J. Lopez, Personnel Commissioner
Paul Robinson, Personnel Commissioner
Dr. Victor Torres, Assistant Superintendent – Human Resources

Education Code

45246. ... (b) Where a system is already in existence and a vacancy will exist on December 1, by not later than September 30:

(1) The governing board shall publicly announce the name of the person it intends to appoint or reappoint, if the vacancy is its appointee.

...
(d) At a board meeting to be held after 30 and within 45 days of the dates specified in subdivision (a) and paragraph (1) of subdivision (b), as the case may be, the governing board in open hearing shall provide the public and employees and employee organizations the opportunity to express their views on the qualifications of those persons recommended by the governing board for appointment.

The board at the time may make its appointment or may make a substitute appointment or recommendation without further notification or public hearing.

...
(g) A commissioner whose term has expired may continue to discharge the duties of the office until a successor is appointed, but for no more than 90 calendar days.

45244. (a) To be eligible for appointment or reappointment to the commission a person shall meet both of the following requirements:

(1) Be a registered voter and resident within the territorial jurisdiction of the school district.

(2) Be a known adherent to the principle of the merit system. No member of the governing board of any school district or a county board of **education** shall be eligible for appointment, reappointment, or continuance as a member of the commission. During his or her term of service, a member of the commission shall not be an employee of the school district.

(b) As used in this section, residence is that place in which his or her habitation is fixed, wherein the person has the intention of remaining, and to which, whenever he or she is absent, the person has the intention of returning. At a given time, a person may have only one residence.

(c) As used in this section, "known adherent to the principle of the merit system," with respect to a new appointee, means a person who by the nature of his or her prior public or private service has given evidence that he or she supports the concept of employment, continuance in employment, in-service promotional opportunities, and other related matters on the basis of merit and fitness. As used in this section, "known adherent to the principle of the merit system," with respect to a candidate for reappointment, means a commissioner who has clearly demonstrated through meeting attendance and actions that he or she does, in fact, support the merit system and its operation.

PERSONNEL COMMISSION RULES & REGULATIONS

20.100 PCRR

CHAPTER 20

THE PERSONNEL COMMISSION

20.100 Organization of Commission20.100.1 **Appointment of Members to Personnel Commission**

A. One member of the Commission shall be appointed by the governing board of the district; one member, nominated by the classified employees of the district. Those two members shall in turn appoint the third member.

1. Commission appointee--Not later than September 30, the appointee of the governing board and the appointee of the classified employees shall publicly announce the name of the person they intend to appoint, if the vacancy is their appointment. The appointee of the governing Board and the appointee of the classified employees shall consider the recommendations of the governing board, the classified employees, or other concerned citizens.

At a Personnel Commission meeting to be held not later than 45 days of the dates specified in paragraph A.1., the Personnel Commission in open hearing shall provide the governing Board, the public and the employees and employee organizations the opportunity to express their views on the qualifications of the person whose name has been announced as the intended appointee. The Commission may, at this meeting, withdraw the name of its proposed nominee and substitute the name of a new candidate, and act upon the appointment of the new nominee, or it may appoint its original nominee without the necessity of holding another public hearing.

If the two members do not agree upon and announce a name of an intended appointee by September 30, the Executive Officer of the State Personnel Board shall make the appointment. (*Education Code 45245/45246*).

2. Board appointee--The governing Board shall, not later than September 30, publicly announce the name of the person it intends to appoint or reappoint, if the vacancy is its appointee. At a Board meeting to be held within 30 days of the date specified above, the governing Board in open hearing shall provide the public and employees and employee organizations the opportunity to express their views on the qualifications of the person recommended for appointment. The Board at that time may make its appointments or may make a substitute appointment or recommendation without further notification or public hearing. (*Education Code 45245*)
3. Classified employees appointee--At a public hearing to be held not later than 30 days of the dates specified, the governing Board shall announce the name of the classified employees' recommendation and shall, following discussion of the candidate's qualifications, appoint the nominee, unless such nomination is voluntarily withdrawn by the classified employees representative. If the classified employees fail to submit a nominee, the Board may make an emergency appointment.

20.100.2 Terms

By law, the term of each commissioner is for three years and expires at noon, December 1. The term of one commissioner expires each year.

20.100.3 Compensation of Members of Personnel Commission

Under the provisions of *Education Code* Section 45250, the Board of Trustees of the Oxnard School District has authorized payment to members of the Commission in the amount of fifty (\$50.00) dollars per meeting attended, not to exceed two hundred-fifty (\$250.00) dollars per month.

The above-noted action was taken by the Board of Trustees on July 9, 1986, and reaffirmed on January 23, 1991.

20.100.4 Officers

It will be the policy of this commission to elect as chair the member serving the last year of his/her term. The outgoing chair shall then be elected to serve as vice-chair.

20.100.5 Quorum and Majority

Two members shall constitute a quorum for any regular or special meeting of the Commission. The affirmative vote of two members shall be necessary to any action.

OXNARD SCHOOL DISTRICT**Personnel Commission Rules and Regulations**

Adopted: October 23, 1968

20.100.1 Revised: March, 1976; November 6, 1980; September 5, 1991; December 17, 1998

20.100.3 Revised: May 19, 1980; March 25, 1981; July 9, 1986

20.100.4 Revised: January 13, 2005

[Back to Index](#)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: November 03, 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 11.03.2021 \(3 pgs\).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

Haavaldsen, Lynne	Intervention Specialist Provider	2021/2022 SY
Hardy, Kelly	Intervention Specialist Provider	2021/2022 SY
Heredia, Jessica	School Nurse	2021/2022 SY
Vanasse, Roberta	Intervention Specialist Provider	2021/2022 SY
Barajas Chavez, Alondra	Substitute Teacher	2021/2022 SY
Castro, Mirna	Substitute Teacher	2021/2022 SY
Herrera, Nathalie	Substitute Teacher	2021/2022 SY
Maldonado, Abraham	Substitute Teacher	2021/2022 SY
Reyes, Natalie	Substitute Teacher	2021/2022 SY
Rodriguez, Casey	Substitute Teacher	2021/2022 SY
Sandoval, Vanessa	Substitute Teacher	2021/2022 SY
Stanton, Antoinette	Substitute Teacher	2021/2022 SY

Retirement

Romero, Theresa	Teacher	October 22, 2021
Thacker, Robert	Teacher	October 15, 2021

Resignation

Duran, Ceylina	Teacher	December 17, 2021
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Unpaid Leave

Davidovics, Sara	Teacher	Oct 11, 2021 – Dec 10, 2021
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Deceased

Morgan, Leticia	Teacher	October 12, 2021
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CLASSIFIED PERSONNEL ACTIONS

November 3, 2021

New Hire

Canchola, Fernando	Grounds Maintenance Worker I, Position #10402 Facilities 8.0 hrs./246 days	10/14/2021
Duran, Silvano	Grounds Maintenance Worker I, Position #10405 Facilities 8.0 hrs./246 days	10/19/2021
Lopez, Janessa N.	Paraeducator II, Position #488 Elm 5.75 hrs./183 days	10/12/2021
Medina, Rodrigo A.	Grounds Maintenance Worker I, Position #10406 Facilities 8.0 hrs./246 days	10/07/2021
Paredes Hernandez, Irlanda	Paraeducator II, Position #2245 Frank 5.75 hrs./183 days	10/07/2021
Robert, Simone J.	Paraeducator II, Position #2760 Lopez 5.75 hrs./183 days	10/12/2021
Vargas, Melisa R.	Paraeducator III, Position #9221 McAuliffe 5.75 hrs./183 days	10/14/2021
Viveros, Paola	Campus Assistant, Position #6347 Brekke 4.0 hrs./180 days	10/12/2021

Limited Term/Substitute

Aguilar, Mayra	Child Nutrition Worker (substitute)	10/11/2021
Alcaraz, Omar M.	Custodian (substitute)	10/18/2021
Arreguin Castillo, Luz G.	Custodian (substitute)	10/19/2021
Barron, Imelda	Paraeducator (substitute)	10/06/2021
Castellon, Reyna	Child Nutrition Worker (substitute)	10/20/2021
Gaona, Graciela	Clerical (substitute)	10/08/2021
Martinez, Matthew R.	Paraeducator (substitute)	10/11/2021
Munson, Ivan E.	Custodian (substitute)	10/20/2021
Ochoa, Melissa Y.	Clerical (substitute)	10/08/2021
Santistevan, Daniel	Custodian (substitute)	10/06/2021

Reemployment

Hernandez, Maria	Office Assistant II, Position #10537 Special Education 8.0 hrs./246 days	11/29/2021
Cabrera, Mayra	Office Assistant II, Position #10613 Brekke 8.0 hrs./203 days	11/15/2021
Camarena, Rosy	Office Assistant II, Position #10620 Harrington 8.0 hrs./203 days Office Assistant II, Position #9811 Budget & Finance 8.0 hrs./246 days	11/01/2021
Jasso, Maria de Jesus	Office Assistant II, Position #10626 McAuliffe 8.0 hrs./203 days Office Assistant II, Position #10536 Special Education 8.0 hrs./246 days	11/01/2021
Lopez, Sara	Office Assistant II, Position #10615 Curren 8.0 hrs./203 days	11/01/2021
Ramirez, Jeannette	Office Assistant II, Position #10632	11/01/2021

Soria 8.0 hrs./203 days
 Library Media Technician, Position #1039
 Marina West 5.0 hrs./190 days

Transfer

Hurtado, Janet Q.	Paraeducator III, Position #10601 Special Education 8.0 hrs./183 days Paraeducator III, Position #6374 Driffill 5.75 hrs./183 days	10/25/2021
Jimenez, Teresa	Language Assessment Technician, Position #2438 Educational Services 5.5 hrs./246 days Language Assessment Technician, Position #2436 Educational Services 5.5 hrs./246 days	10/04/2021
Moreno Jr., Nick	Custodian, Position #1490 Lemonwood 8.0 hrs./246 days Custodian, Position #658 Marina West 8.0 hrs./246 days	10/15/2021
Rabago, Rosario	School Office Manager, Position #1150 Driffill 8.0 hrs./215 days School Office Manager, Position #2183 Sierra Linda 8.0 hrs./210 days	10/25/2021
Tirado, Daniel F.	Custodian, Position #1046 Ramona 8.0 hrs./246 days Custodian, Position #39 District Office 8.0 hrs./246 days	11/01/2021

Leave of Absence

Magana, Cynthia A.	Paraeducator II, Position #9210 Kamala 5.75 hrs./183 days	10/01/2021
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Resignation

Cruz, Mariana	Paraeducator III, Position #7509 Driffill 5.75 hrs./183 days	06/17/2021
Gutierrez Perez, Juan C.	District Translator, Position #7157 Special Education 8.0 hrs./246 days	10/29/2021
Lee, Claudia	Paraeducator I, Position #9165 McKinna 3.67 hrs./183 days	10/22/2021
Perez, Patricia	Health Care Technician, Position #2690 Pupil Services 7.0 hrs./183 days	10/22/2021
Smith, Sarah K.	Paraeducator III, Position #9214 Frank 5.75 hrs./183 days	10/20/2021

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: November 03, 2021

Agenda Section: Section C: Consent Agenda

Establishment and Abolishment of Positions (Torres/Nair)

an eight-hour 246-day Technology Services Technician position number 10728 to be established in the Information Technology department. This position will be established to support State and Special Education Preschool Programs district-wide.

FISCAL IMPACT:

Cost for 1 Technology Services Technician: \$105,566 General funds

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: November 03, 2021

Agenda Section: Section C: Consent Agenda

Approval of new classification and job duties for Paraeducator - Special Education (Torres/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.”

The Director of Special Education has requested that the Personnel Commission create a new classification of Paraeducator - Special Education.

The classification of Paraeducator - Special Education will provide instruction to individual or small groups of students in subject-matter areas to reinforce lessons to special education students. This position may work one-on-one with and supervise an assigned student that has learning, emotional, physical and/or behavioral disabilities; also, may support small group and whole group instruction in collaboration with the special education or general education teacher.

Currently, we have two classifications, Paraeducator II and Paraeducator III, that support the Special Education program. This proposed classification will replace the Paraeducator II and Paraeducator III classifications.

The Personnel Commission took action on October 19, 2021 to approve the new classification of Paraeducator - Special Education and allocate the classification to salary range 17.0 of the Classified salary schedule.

FISCAL IMPACT:

The classification of Paraeducator - Special Education is allocated to salary range 17.0 of the Classified salary schedule. This would equate to an hourly rate of \$18.21 - \$22.13.

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 Paraeducator - Special Education.

ADDITIONAL MATERIALS:

Attached: [CSEA Salary Schedule 20-21 adding 1.5%.pdf](#)
[Paraeducator - Special Education 10.2021.pdf](#)

	Step A	Step B	Step C	Step D	Step E
Range 3.0	\$1,592	\$1,672	\$1,755	\$1,843	\$1,935
Range 3.5	\$1,631	\$1,712	\$1,798	\$1,888	\$1,982
Range 4.0	\$1,674	\$1,757	\$1,845	\$1,937	\$2,034
Range 4.5	\$1,715	\$1,801	\$1,891	\$1,985	\$2,085
Range 5.0	\$1,756	\$1,844	\$1,937	\$2,033	\$2,135
Range 5.5	\$1,799	\$1,889	\$1,984	\$2,083	\$2,187
Range 6.0	\$1,845	\$1,937	\$2,034	\$2,136	\$2,243
Range 6.5	\$1,890	\$1,984	\$2,083	\$2,187	\$2,297
Range 7.0	\$1,935	\$2,032	\$2,134	\$2,240	\$2,352
Range 7.5	\$1,985	\$2,085	\$2,189	\$2,298	\$2,413
Range 8.0	\$2,033	\$2,134	\$2,241	\$2,353	\$2,471
Range 8.5	\$2,084	\$2,188	\$2,298	\$2,413	\$2,533
Range 9.0	\$2,137	\$2,244	\$2,356	\$2,474	\$2,598
Range 9.5	\$2,190	\$2,299	\$2,414	\$2,535	\$2,662
Range 10.0	\$2,243	\$2,355	\$2,473	\$2,596	\$2,726
Range 10.5	\$2,297	\$2,412	\$2,533	\$2,659	\$2,792
Range 11.0	\$2,353	\$2,471	\$2,594	\$2,724	\$2,860
Range 11.5	\$2,412	\$2,532	\$2,659	\$2,792	\$2,931
Range 12.0	\$2,472	\$2,595	\$2,725	\$2,861	\$3,004
Range 12.5	\$2,533	\$2,660	\$2,793	\$2,933	\$3,079
Range 13.0	\$2,593	\$2,723	\$2,859	\$3,002	\$3,152
Range 13.5	\$2,658	\$2,791	\$2,930	\$3,077	\$3,230
Range 14.0	\$2,728	\$2,864	\$3,007	\$3,158	\$3,316
Range 14.5	\$2,792	\$2,932	\$3,078	\$3,232	\$3,394
Range 15.0	\$2,862	\$3,005	\$3,156	\$3,313	\$3,479
Range 15.5	\$2,935	\$3,082	\$3,236	\$3,398	\$3,568
Range 16.0	\$3,004	\$3,154	\$3,312	\$3,477	\$3,651
Range 16.5	\$3,078	\$3,232	\$3,394	\$3,563	\$3,742
Range 17.0	\$3,155	\$3,313	\$3,479	\$3,653	\$3,836
Range 17.5	\$3,231	\$3,393	\$3,562	\$3,741	\$3,928
Range 18.0	\$3,311	\$3,477	\$3,651	\$3,833	\$4,025
Range 18.5	\$3,397	\$3,567	\$3,745	\$3,933	\$4,129
Range 19.0	\$3,476	\$3,650	\$3,832	\$4,024	\$4,225
Range 19.5	\$3,565	\$3,743	\$3,930	\$4,126	\$4,333
Range 20.0	\$3,650	\$3,833	\$4,025	\$4,226	\$4,437
Range 20.5	\$3,743	\$3,931	\$4,127	\$4,333	\$4,550
Range 21.0	\$3,834	\$4,025	\$4,226	\$4,438	\$4,660
Range 21.5	\$3,929	\$4,126	\$4,332	\$4,549	\$4,776
Range 22.0	\$4,024	\$4,225	\$4,436	\$4,658	\$4,891
Range 22.5	\$4,128	\$4,335	\$4,551	\$4,779	\$5,018
Range 23.0	\$4,227	\$4,438	\$4,660	\$4,893	\$5,138
Range 23.5	\$4,334	\$4,551	\$4,778	\$5,017	\$5,268
Range 24.0	\$4,440	\$4,662	\$4,895	\$5,140	\$5,397
Range 24.5	\$4,553	\$4,781	\$5,020	\$5,271	\$5,534
Range 25.0	\$4,663	\$4,896	\$5,141	\$5,398	\$5,668
Range 25.5	\$4,779	\$5,018	\$5,269	\$5,532	\$5,809
Range 26.0	\$4,895	\$5,140	\$5,397	\$5,666	\$5,950
Range 26.5	\$5,019	\$5,270	\$5,534	\$5,810	\$6,101
Range 27.0	\$5,139	\$5,396	\$5,666	\$5,950	\$6,247
Range 27.5	\$5,268	\$5,532	\$5,808	\$6,099	\$6,403
Range 28.0	\$5,393	\$5,662	\$5,945	\$6,243	\$6,555
Range 28.5	\$5,531	\$5,808	\$6,098	\$6,403	\$6,723
Range 29.0	\$5,660	\$5,943	\$6,240	\$6,552	\$6,880
Range 29.5	\$5,807	\$6,098	\$6,403	\$6,723	\$7,059
Range 30.0	\$5,945	\$6,242	\$6,554	\$6,882	\$7,226
Range 30.5	\$6,096	\$6,401	\$6,721	\$7,057	\$7,410
Range 31.0	\$6,239	\$6,551	\$6,879	\$7,223	\$7,584
Range 31.5	\$6,402	\$6,723	\$7,059	\$7,412	\$7,782
Range 32.0	\$6,551	\$6,879	\$7,223	\$7,584	\$7,963
Range 32.5	\$6,721	\$7,058	\$7,410	\$7,781	\$8,170
Range 33.0	\$6,880	\$7,224	\$7,585	\$7,965	\$8,363
Range 33.5	\$7,056	\$7,409	\$7,779	\$8,168	\$8,577
Range 34.0	\$7,224	\$7,585	\$7,964	\$8,362	\$8,780
Range 34.5	\$7,409	\$7,779	\$8,168	\$8,576	\$9,005
Range 35.0	\$7,584	\$7,964	\$8,362	\$8,780	\$9,219



Employee Anniversary Increments:
 Anniversary increments in the amount of \$82.74 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

- 7 years of service: \$82.74
- 10 years of service: \$165.48
- 15 years of service: \$248.22
- 20 years of service: \$330.96
- 25 years of service: \$413.70

Night Shift Pay Differential:
 Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

Bilingual Stipend:
 Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

	Step A	Step B	Step C	Step D	Step E
Range 3.0	9.18	9.64	10.13	10.63	11.16
Range 3.5	9.41	9.88	10.37	10.89	11.44
Range 4.0	9.66	10.14	10.65	11.18	11.74
Range 4.5	9.89	10.39	10.91	11.45	12.03
Range 5.0	10.13	10.64	11.17	11.73	12.32
Range 5.5	10.38	10.90	11.45	12.02	12.62
Range 6.0	10.65	11.18	11.74	12.32	12.94
Range 6.5	10.90	11.45	12.02	12.62	13.25
Range 7.0	11.17	11.72	12.31	12.93	13.57
Range 7.5	11.45	12.03	12.63	13.26	13.92
Range 8.0	11.73	12.31	12.93	13.58	14.25
Range 8.5	12.02	12.63	13.26	13.92	14.62
Range 9.0	12.33	12.95	13.59	14.27	14.99
Range 9.5	12.63	13.27	13.93	14.63	15.36
Range 10.0	12.94	13.59	14.27	14.98	15.73
Range 10.5	13.25	13.92	14.61	15.34	16.11
Range 11.0	13.58	14.25	14.97	15.72	16.50
Range 11.5	13.91	14.61	15.34	16.11	16.91
Range 12.0	14.26	14.97	15.72	16.51	17.33
Range 12.5	14.62	15.35	16.11	16.92	17.76
Range 13.0	14.96	15.71	16.50	17.32	18.19
Range 13.5	15.33	16.10	16.90	17.75	18.64
Range 14.0	15.74	16.52	17.35	18.22	19.13
Range 14.5	16.11	16.91	17.76	18.65	19.58
Range 15.0	16.51	17.34	18.21	19.12	20.07
Range 15.5	16.93	17.78	18.67	19.60	20.58
Range 16.0	17.33	18.20	19.11	20.06	21.07
Range 16.5	17.76	18.65	19.58	20.56	21.59
Range 17.0	18.21	19.12	20.07	21.07	22.13
Range 17.5	18.64	19.57	20.55	21.58	22.66
Range 18.0	19.10	20.06	21.06	22.12	23.22
Range 18.5	19.60	20.58	21.61	22.69	23.82
Range 19.0	20.05	21.06	22.11	23.21	24.38
Range 19.5	20.57	21.59	22.67	23.81	25.00
Range 20.0	21.06	22.11	23.22	24.38	25.60
Range 20.5	21.60	22.68	23.81	25.00	26.25
Range 21.0	22.12	23.22	24.38	25.60	26.88
Range 21.5	22.67	23.80	24.99	26.24	27.56
Range 22.0	23.21	24.38	25.59	26.87	28.22
Range 22.5	23.82	25.01	26.26	27.57	28.95
Range 23.0	24.39	25.61	26.89	28.23	29.64
Range 23.5	25.01	26.26	27.57	28.95	30.39
Range 24.0	25.62	26.90	28.24	29.65	31.14
Range 24.5	26.27	27.58	28.96	30.41	31.93
Range 25.0	26.90	28.25	29.66	31.14	32.70
Range 25.5	27.57	28.95	30.40	31.92	33.51
Range 26.0	28.24	29.65	31.13	32.69	34.33
Range 26.5	28.96	30.41	31.93	33.52	35.20
Range 27.0	29.65	31.13	32.69	34.32	36.04
Range 27.5	30.39	31.91	33.51	35.18	36.94
Range 28.0	31.11	32.67	34.30	36.02	37.82
Range 28.5	31.91	33.51	35.18	36.94	38.79
Range 29.0	32.66	34.29	36.00	37.80	39.69
Range 29.5	33.51	35.18	36.94	38.79	40.73
Range 30.0	34.30	36.01	37.81	39.70	41.69
Range 30.5	35.17	36.93	38.78	40.72	42.75
Range 31.0	36.00	37.80	39.69	41.67	43.75
Range 31.5	36.94	38.78	40.72	42.76	44.90
Range 32.0	37.80	39.69	41.67	43.75	45.94
Range 32.5	38.78	40.72	42.75	44.89	47.14
Range 33.0	39.69	41.68	43.76	45.95	48.25
Range 33.5	40.71	42.74	44.88	47.13	49.48
Range 34.0	41.67	43.76	45.95	48.24	50.66
Range 34.5	42.74	44.88	47.12	49.48	51.95
Range 35.0	43.76	45.95	48.24	50.65	53.19



Employee Anniversary Increments:
 Anniversary increments in the amount of \$82.74 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the hourly compensation of classified employees:

- 7 years of service: \$0.48
- 10 years of service: \$0.95
- 15 years of service: \$1.43
- 20 years of service: \$1.91
- 25 years of service: \$2.39

Night Shift Pay Differential:
 Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

Bilingual Stipend:
 Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

PARAEDUCATOR – SPECIAL EDUCATION

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.

Definition

Under general supervision, provides instruction to individual or small groups of students in subject-matter areas to reinforce lessons to special education students; may assist speech therapists in assessing and providing services; may provide services to students with specialized behavioral and health needs; may provide assistance with personal hygiene; monitors and records student behavior and performance; may work one-on-one with and supervise an assigned student that has learning, emotional, physical and/or behavioral disabilities; may support small group and whole group instruction in collaboration with the special education or general education teacher; completes paperwork and creates classroom materials as needed for instruction and behavioral support; and performs related duties as assigned.

Distinguishing Characteristics Among Related Classes

The descriptions below are provided to demonstrate how this classification fits within the organization and to assist in quickly identifying key differences between classifications which may appear otherwise similar.

The Paraeducator – General Education classification works under direction of a teacher or other certificated employee and assists in providing instructional reinforcement, preparing instructional materials and maintaining a safe and clean learning environment. This position is generally assigned to classrooms working with the general student population or TK/K classes.

The Paraeducator – Special Education classification works under direction of a teacher or other certificated employee and assists in providing instructional reinforcement, preparing instructional materials, and maintaining a safe and clean learning environment. This classification is generally assigned to work with students having special needs including: learning needs, behavioral and social-emotional needs, and physical limitations. This classification may be assigned to work with students having disabling conditions, including cognitive, behavior, and/or significant medical impairments. Students may require daily hygiene support. Incumbents are expected to assist classroom teachers by working with assigned students, in various subject matter areas, who are working on specific goals and objectives based upon their identified unique needs documented in the student's Individual Education Plan (IEP). Some positions may be assigned to support students one-on-one.

Supervision Received and Exercised

Receives supervision from site administrator; may receive supervision from the Director of Special Education, Manager of Special Education, or designee. Receives technical and work direction from the classroom teacher. No supervision is exercised.

Duties and Responsibilities

Essential responsibilities and duties may include, but are not limited to, the following:

1. Reinforce instruction for a classroom, and individual or small groups of students as directed by the teacher.
2. Under the direction of a teacher and in conformity with students' IEP goals and objectives, follows and implements associated treatment plans and protocols.
3. Assist individual or small groups with academic skills; listen to and reinforce instruction to individual in reading, spelling, math, social studies and other subjects.

4. Provide services to students with specialized needs; assist students who require personal and health care; may provide assistance with personal hygiene and other needs.
5. Observe and control behavior of students inside or outside of classroom according to approved procedures; report progress regarding student performance and behavior to teacher; assist students by providing proper examples, emotional support, friendly attitude, and general guidance.
6. Assist in lifting pupils in and out of wheelchairs, braces, and other orthopedic equipment; ensure all assistance is provided in a safe manner; assist in positioning pupils and in rendering various forms of personal care, such as toileting and diapering; assist children in dressing, bathing, and grooming as needed.
7. Assist children in and out of buses; accompany or assist children to and from school buses and in moving to and from activities on the school site.
8. May perform other duties as trained, to assist physically handicapped children such as suctioning to clear air passages, gastrostomy tube feeding, catheterization, colostomy and ileostomy care, oxygen administration and flow monitoring, emergency care, and other related forms of personal health care.
9. May assist students and teachers in the use of instructional software and related peripherals.
10. Prepare materials for classroom and instructional use and set up work areas, displays, and exhibits; operate a variety of educational equipment as needed.
11. Confer with teachers concerning programs and materials to meet students' needs.
12. Ensure the health and safety of students by following all health and safety rules; conduct general clean-up of work site.
13. Perform a variety of clerical duties such as preparation of instructional materials, administer, correct and record test results; take roll, maintain student profiles and other records of students as requested; maintain confidential student records and files.
14. Assists in maintaining a clean and orderly learning environment.
15. If assigned to the Infant Program, may travel to and interpret for non-English speaking parents/family members.
16. For positions designated bilingual, translate a variety of written materials from English to a second language and from that language into English; interpret and facilitate communication between staff and non-English speaking students and parents.
17. Perform CPR and First Aid as required.
18. Perform related duties and responsibilities as required.

Qualifications

Knowledge of:

- General needs, behavior, physical limitations, special needs, and emotional problems of students who may require personal or health care
- Behavior management techniques
- Methods and techniques of safely lifting and moving children with physical limitations
- Personal hygiene practices
- Health and safety and basic first aid techniques, including CPR
- Child guidance principles and practices as they relate to children with physical limitations
- Safe practices in school and playground settings
- Basic principles and practices of child development and child guidance

Ability to:

- Reinforce instruction to individuals or small groups of students as directed by the teacher
- Maintain confidentiality for the privacy and dignity of physically handicapped children
- Safely lift children in and out of school buses, wheel chairs, braces, and other orthopedic equipment

- Maintain emotional control in difficult situations
- Efficiently and effectively react to emergencies
- Serve as a role model, provide emotional support, and maintain a friendly attitude
- Perform routine clerical duties and maintain records
- Work independently with minimal direction
- Provide information and assistance to parents, the general public, and other staff members in a helpful, courteous, and timely manner
- Communicate clearly and concisely, both orally and in writing
- Understand and follow oral and written directions
- Establish and maintain effective working relationships with those contacted in the course of work
- React calmly under stressful situations and emergencies
- If assigned to the Infant Program, travel to multiple sites within the work day

Experience and Training Guidelines

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education and Training: Consistent with the Every Student Succeeds Act of 2015, No Child Left Behind Act of 2001, and other related legislation, paraprofessionals working in a program supported with Title I funds must meet the following standards:

The equivalent of graduation from high school and one of the following:

1. Completion of at least two years of study (48 semester units or 60 quarter units) at an institution of higher education; or
2. Attainment of an Associate of Arts degree or higher degree; or
3. Meeting a rigorous standard of quality by receiving a passing score in an examination administered by the Personnel Commission which demonstrates the knowledge and ability to assist in instructing reading, writing and mathematics.

Experience: One year of experience working with school-age children in an organized educational, health, child care, or other structured setting is required. Experience working with children with special needs is highly desirable.

Special Requirements, License or Certificate, as required by the individual assignment/position:

- Possession of, or ability to obtain, a valid California Driver's license.
- Possession of, or ability to obtain, a CPR and first aid certificate.
- Some positions in this classification may require bilingual certification and/or a special assessment of the ability to communicate clearly in English and/or Spanish.

Working Conditions

Environmental Conditions: Classroom environment; subject to traveling from site to site; indoor and outdoor recreational facilities; toilet, clean, diaper, and feed children with limitations.

Physical Conditions: Essential functions may require maintaining physical condition necessary for lifting and providing personal hygiene assistance and other duties related to the specific limitations of the children; sitting, walking, or standing for prolonged periods of time; near visual acuity to review written documentation; ability to hear and understand speech at normal room levels and on the telephone; manual dexterity to operate a telephone; lift horizontally and vertically, bend and stoop.

Appointment

In accordance with Education Code Section 45301, an employee appointed to this classification must serve a probationary period of six (6) months during which time an employee must demonstrate at least an overall satisfactory performance in order to attain permanent status in the classified service.

Salary Range: 17.0

Approved: October 19, 2021

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 03, 2021

Agenda Section: Section C: Academic Agreement

Approval of Amendment #1 to Agreement #21-21, Heinemann (DeGenna/Fox)

At the Board Meeting of June 23, 2021, the Board of Trustees approved Agreement #21-21 with Heinemann, in the amount of \$16,800.00, to provide In-Person Professional Development to the New Literacy Specialist during the 2021-2022 fiscal year.

Amendment #1 in the amount of \$8,400.00, is required to add additional professional development through the end of the fiscal year, for a new total agreement amount of \$25,200.00.

FISCAL IMPACT:

\$8,400.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, Teaching and Learning, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Amendment #1 to Agreement #21-21 with Heinemann.

ADDITIONAL MATERIALS:

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

[Agreement #21-21, Heinemann \(3 Pages\)](#)

AMENDMENT #1 TO OSD AGREEMENT #21-21



DEDICATED TO TEACHERS

145 Maplewood Avenue, Suite 300
Portsmouth, NH 03801
Phone: 800-541-2086 Ext. 1402
Fax: 907-375-2987
www.heinemann.com/pd

EXHIBIT A

PD Offering: Leveled Literacy Intervention Intermediate

Date(s): Day 1&2: 11/17/2021 - 11/18/2021
Day 3: 1/19/2022 – 1/19/2022

Physical Location or Virtual: Oxnard, CA

Number of Participants: 30 (maximum)

Total Fee: \$8,400

Organization: Oxnard School District

The Fee for the Services is inclusive of the consultant’s fee and travel expenses related to the Services.

The contract and Purchase Order (for the full amount of this agreement) is due by: 11/5/2021. The above date(s) are not secured until Heinemann has received the required purchase order.

**OXDCA211117
OXDCA220119**

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HEINEMANN SERVICES AGREEMENT

This Agreement dated as of **November 3, 2021** (the “Effective Date”), is by and between Heinemann, a division of Greenwood Publishing Group, LLC, located at 145 Maplewood Avenue, Suite 300, Portsmouth, NH 03801 (“Heinemann”) and Oxnard School District (the “Customer”) (individually referred to as the “Party” or collectively as the “Parties”).

WHEREAS Customer desires to purchase the Services from Heinemann and Heinemann desires to perform such Services on the terms and conditions set forth in this Agreement, including Exhibit A, and subject to the Heinemann Standard Terms of Purchase located at <https://www.heinemann.com/terms-of-purchase>.

NOW THEREFORE, The Parties hereby agree as follows:

1. Services. Subject to Customer’s payment of the Fees as outlined in Exhibit A, Heinemann shall provide to Customer professional development services (the “Services”), on the Services Dates, as described below.

2. Fee. Customer agrees to pay the Fee for the Services, which will be invoiced by Heinemann as set forth on Exhibit A. All invoices shall be paid by Customer within thirty (30) days of receipt. If such payments are not made within thirty (30) days, Heinemann may terminate this Agreement, unless such breach is promptly cured. Upon execution of this agreement, client is required to submit a purchase order for the full amount listed on Exhibit A to ensure securement of dates.

3. Term. The term of this Agreement shall begin on the Effective Date and extend for a period of one (1) year or until such time as the Services have been delivered in full, whichever shall first occur.

4. Scheduling. The scheduling of Services to be delivered on specified dates (“Services Dates”) shall be outlined in the attached Exhibit A. Services to be delivered on dates to be determined (“TBD Dates”) must be delivered within twelve (12) months of Heinemann’s receipt of the purchase order or other agreement. Fees paid for any TBD Dates not consumed within twelve (12) months will be forfeited by the Customer. When scheduling TBD Dates, the Customer shall contact Heinemann at least six (6) weeks prior to the first day on which the Customer would like the Services to begin. Heinemann cannot guarantee availability of dates for specific consultants. The rescheduling and/or cancellation of Services may incur penalties as set forth in the Heinemann Standard Terms of Purchase located at <https://www.heinemann.com/terms-of-purchase/services>.

5. Intellectual Property; Prohibition on Reproduction. The intellectual property contained in the Heinemann Services is considered “Confidential and/or Proprietary Information” to Heinemann and are protected by copyright and other intellectual property rights. No part of the Services or any related materials may be videotaped, audio taped, photographed or in any way copied, excerpted, reproduced, or distributed without the prior written consent of Heinemann.

6. General. All other terms of this Agreement are governed by the Heinemann Standard Terms of Purchase located at <https://www.heinemann.com/terms-of-purchase>.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement:

HEINEMANN

**Oxnard School District
Authorized Signer**

By: _____

By: _____

Printed Name: Cherie Bartlett

Printed Name: Lisa A. Franz

Title: Manager, Professional Development, On-Site

Title: Director, Purchasing

**OXDCA211117
OXDCA220119**



DEDICATED TO TEACHERS

145 Maplewood Avenue, Suite 300
Portsmouth, NH 03801
Phone: 800-541-2086 Ext. 1402
Fax: 907-375-2987
www.pd.heinemann.com

PD Offering: Leveled Literacy Intervention - PRIMARY

Date(s): Day 1 & 2 August 25-26, 2021
Day 3 TBD

PD Offering: Leveled Literacy Intervention - INTERMEDIATE

Date(s): Day 1 & 2 TBD
Day 3 TBD

Location: Oxnard, CA

Number of Participants: 30 (per session)

Total Fee: \$16,800

Contact: Aracely Fox

Organization: Oxnard School District

These three-day sessions are based on the *Leveled Literacy Intervention* by Irene Fountas & Gay Su Pinnell. The first two-day visit and a follow-up one-day visit are **Date TBD**. All follow-up days should be scheduled at the end of Day 2.

The Fee for the Engagement is inclusive of the consultant’s fee and expenses, and any handouts related to the seminar. The maximum number of participants for this seminar is 30.

Prices include professional support only. Purchase of the *Leveled Literacy Intervention* materials is required. For successful training, you must have enough systems to accommodate each person or 2 people to share. *Leveled Literacy Intervention* materials can be purchased from your local distributor, sales representative, or through Heinemann.

Contract and Purchase Order is due for the full amount of this agreement by: 7/26/2021. The above date(s) are not secured until Heinemann has received the required purchase order.

ACCEPTED AND AGREED

Signed: _____ Date: _____

Name (print): Lisa A. Franz Title: Director, Purchasing

COUNTERSIGNED

Cherie Bartlett, Manager of Professional Development, On-Site

Created on: 5/18/2021 11:13 AM

Code: OXDCA21 – TBD LLI

AGREEMENT TERMS

This agreement by and between Heinemann Professional Development and the Client sets forth the agreement between the parties. When used herein, "Agreement" shall be understood to include this agreement, and any attached exhibits or any other documents made a part hereof or incorporated by reference, including any written amendments hereto.

Upon receipt of this Letter Agreement, you shall return by email to amy.myshrall@heinemann.com or by U.S. mail, to Heinemann Professional Development.

1. **SERVICES**

Heinemann will provide to Client professional services related to professional development, as set forth more fully in Exhibit A (the "Services") on page one of this Agreement. In performance of the Services at the scheduled event (the "Engagement"), Heinemann will employ a third-party Consultant/Consulting Author, as described in Exhibit A (first page of Agreement).

2. **FEES**

The Fee, as set forth in Exhibit A, shall be payable as follows:

(a) Upon execution of this Agreement, Client shall provide a purchase order for the full amount listed on Exhibit A. Purchase Order should be made out to Heinemann, Federal ID #06-1154537.

(b) The signed contract and purchase order shall be emailed to amy.myshrall@heinemann.com or mailed to Heinemann Professional Development.

(c) Client shall pay the invoiced Fee balance to Heinemann within thirty (30) business days following Client's Engagement.

(d) Client acknowledges and agrees that in certain instances, should the number of participants increase, Client could be charged additional fees, as set forth in Exhibit A.

(e) All payments required by the Client under this Agreement are exclusive of all federal, state, local and foreign taxes, levies, and assessments. The Client agrees to bear and be responsible for the payment of all such taxes, levies and assessments imposed by any taxing authority.

3. **RIGHT TO CANCEL; REFUNDS**

If, before the date of the Engagement, Heinemann finds that either the Client has failed, neglected or refused to perform any other contract with Heinemann or the Client's financial credit has been materially impaired, then Heinemann shall have the right to cancel this Agreement upon notice to Client.

(a) In the event that the Client cancels this Agreement within sixty (60) days of the scheduled Engagement, for any reason other than as set forth below, Client shall be fully liable for the Fee. The parties acknowledge and agree that payment of the Fee upon improper cancellation shall serve as liquidated damages and not as a penalty, to compensate Heinemann for lost income due to the time reserved in good faith by Heinemann to undertake their obligations with respect to the Engagement.

4. **FORCE MAJEURE**

No party shall have any liability to another in the event of the cancellation of the Engagement if such cancellation is caused by or due to the physical disability of the Consultant/Consulting Author, or acts or regulations of public authorities, labor difficulties, civil tumult, terrorist attack or threats, government warnings, strike, epidemic, interruption or delay of transportation service or any other cause beyond the reasonable control of a party. In the event of a cancellation for "force majeure" the parties will attempt to reschedule the Engagement, or if rescheduling is not feasible or desirable, Heinemann will refund any Fee paid with respect to the cancelled presentation, but Client shall remain liable for any out of pocket expenses reasonably and necessarily incurred by Heinemann or the Consultant/Consulting Author in accordance with this Agreement. In the event of Force Majeure, please contact Marie Calvi as soon as possible at marie.calvi@heinemann.com.

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5. **NO RECORDATION**

No audio, visual, radio, television, recording or transmitting devices may be used during the Engagement in any manner or form without the prior written consent of Heinemann.

6. **INSURANCE**

Client shall procure and maintain for the site of the presentation, with respect to the Engagement described herein, comprehensive liability insurance with a limit of coverage not less than One Million Dollars (\$1,000,000) per occurrence.

7. **NON-COMPETITION AND NO OTHER BROKER**

It is understood among all parties that any additional consulting work stemming from the Services provided will be contracted through Heinemann. Client will not use any broker, bureau or agent to book the Consultant or Consulting Author for any future Services or Engagements, other than Heinemann.

8. **OWNERSHIP OF INTELLECTUAL PROPERTY**

Heinemann and/or the Consultant/Consulting Author own all right, title and interest in and to their respective programs and products (the "Materials") including, but not limited to, worldwide copyright in all languages and in all forms and media now or hereafter known. Client and the participants are strictly prohibited from reproduction or distribution of the Materials without prior written permission from Heinemann. Client and the participants may not make use of the Materials in any manner other than the use intended by Heinemann through its provision of the Services. For the avoidance of doubt, no right, title, or license in the Materials is granted to the Client, except for the limited, personal, non-transferable right and license for the Client to use the Materials for the Client's own internal use and benefit without reproducing them in any medium.

9. **INDEPENDENT CONTRACTOR**

Heinemann, the Consultant/Consulting Author, and the Client are not partners or joint venturers and nothing contained herein shall be construed as creating an employment, partnership, joint venture, agency, or any other relationship whatsoever, except that of independent contractors, between Heinemann, the Consultant/Consulting Author, and Client. The Consultant/Consulting Author is responsible for all statements made by the Consultant/Consulting Author in connection with the Engagement.

10. **LIMITED WARRANTY AND DISCLAIMER**

Heinemann warrants that the Services will be performed in a professional and diligent manner. Except for the express warranty stated in this section, to the maximum extent permitted by applicable law, Heinemann makes no additional warranty, express or implied, statutory or otherwise, as to any matter whatsoever and all warranties of merchantability, fitness for a particular purpose and non-infringement of third party rights are expressly disclaimed and excluded.

11. **GOVERNING LAW AND FORUM SECTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without giving effect to principles of conflicts of laws and Client hereby submits to the exclusive jurisdiction of the federal and state courts situated in the State of New Hampshire and the applicable service of process.

12. **LIMITATION OF LIABILITY**

In no event shall Heinemann or the Consultant/Consulting Author be liable for any consequential, special, indirect, multiple or punitive damages of any kind. Heinemann and Consultant/Consulting Author's liability shall be limited to the aggregate fee for services set forth on Exhibit A.

13. **ENTIRE AGREEMENT**

This agreement, including any attachments or exhibits, constitutes the entire agreement between the parties concerning the Services, and can only be supplemented, amended or revised in writing by agreement of the parties.

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 03, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #21-142 – Camarillo-Somis Pleasant Valley Lions Club (DeGenna/Nocero)

Camarillo-Somis Pleasant Valley Lions Club agrees to assist School Nurses with SPOT screeners to complete the state mandated vision screenings at 20 school sites in the Oxnard School District, at no cost to the District.

Term of Agreement: November 4, 2021 through June 30, 2022

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-142 with the Camarillo-Somis Pleasant Valley Lions Club.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #21-142, Camarillo-Somis Pleasant Valley Lions Club \(2 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

MEMORANDUM OF UNDERSTANDING #21-142

Camarillo-Somis Pleasant Valley Lions Club

And

Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between Camarillo-Somis Pleasant Valley Lions Club and the Oxnard School District, located at 1051 South A Street, Oxnard, CA 93030.

Purpose: The purpose of the MOU is to establish and maintain a provision of service relationship between two parties, the Oxnard School District and Camarillo-Somis Pleasant Valley Lions Club. Camarillo-Somis Pleasant Valley Lions Club agrees to assist School Nurses with SPOT screeners to complete the state mandated vision screenings at no charge for all 20 school sites in the Oxnard School District. This includes January and February 2022.

Term: The term of this MOU shall commence November 4, 2021 and shall terminate June 30, 2022.

Compensation: The Oxnard School District **will not be charged for the services** provided by Camarillo-Somis Pleasant Valley Lions Club.

Description of Services:

A. Oxnard School District agrees to the following:

To provide guidance from a credentialed school nurse, student lists, support at each site, a room large enough for screeners, for each school

B. Camarillo-Somis Pleasant Valley Lions Club agrees to the following:

To work with school nurses to provide vision screening for state mandated grades, with assistance and guidance from school nurses.

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

Authorized Approval:

**Camarillo-Somis Pleasant Valley
Lions Club:**

Oxnard School District:

Signature

Signature

Typed Name/Title

Typed Name/Title

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/27/2021

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

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

PRODUCER DSP Insurance Services, Inc. 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173	CONTACT NAME: John Adams	
	PHONE (A/C, No, Ext): 1-800-316-6705	FAX (A/C, No): 847-934-6186
E-MAIL ADDRESS: lionsclubs@dspins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Camarillo-Somis Pleasant Valley Lions 4A3
Camarillo California

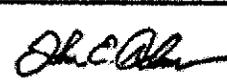
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Agg. Per Named Insured is \$2,000,000 GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		HDOG72484757	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ISAH25550596	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS					OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Provisions of the policy apply to the named insured's participation in the following activity during the policy period shown above: Vision screening November 4, 2021 to June 30, 2022
 PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES.

CERTIFICATE HOLDER Oxnard School District 1051 South A Street Oxnard California 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: November 03, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #21-148 – Cooperative Strategies, LLC (Aguilera-Fort)

Cooperative Strategies, LLC shall provide consulting services to Oxnard School District to assist in the evaluation of existing voting areas with the 2020 Census Data and potential adjustments to such voting areas as a result of updated data.

Term of Agreement: November 4, 2021 through June 30, 2022

FISCAL IMPACT:

Not to exceed \$25,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve Agreement #21-148 with Cooperative Strategies, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-148, Cooperative Strategies, LLC \(10 Pages\)](#)

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into this 3rd day of Nov., 2021 ("Effective Date"), by and between Oxnard School District at 1051 South A Street, Oxnard, CA 93030, hereinafter called "Client", and Cooperative Strategies, LLC at 2855 Michelle Drive, Suite 230, Irvine, CA 92606, hereinafter "Consultant" and each, a "Party" or together, the "Parties". The Parties, in consideration of the mutual promises and conditions herein contained agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY CONSULTANT

Section 1.1 Services, Statement of Work. Client hereby retains Consultant to perform the services ("Services") set forth in the Statement of Work (the "SOW") attached as Exhibit A to this Agreement, which is hereby incorporated by reference. In the event of a conflict between this Agreement and the SOW, the SOW shall prevail for the purposes of such SOW only.

Section 1.2 No Agency. The relationship of the Parties is that of independent contractors. Nothing herein will be deemed to create an employment, agency, joint venture, or partnership relationship between the Parties or any of their agents or employees. Neither Party will have the power to enter into any contracts or to incur any liabilities on behalf of the other.

ARTICLE II. OWNERSHIP; USE

Section 2.1 Consultant Materials. Consultant owns any and all work product created in the performance of this Agreement, including all intellectual property rights therein, including, but not limited to: (a) computer software (including financial models, compilations of formulas and spreadsheet models), inventions, designs, programs, improvements, techniques, ideas, concepts, trade secrets and know-how, proprietary models, processes and methods, and (b) reports, drawings, templates, specifications, computer files, field data, notes, other documents and instruments and other works of authorship and developments conceived, created, discovered, invented, or reduced to practice ("Consultant Materials").

Section 2.2 Client's Rights and Obligations. This Agreement only entitles Client to a right to use the hard copy or electronic reports portion of the Consultant Materials (each a "Report"). Client shall not reuse Reports for any unlawful purpose. Client shall, to the fullest extent permitted by law, indemnify and hold harmless Consultant, its shareholders, officers, directors, members, managers, employees, and subcontractors ("Consultant Indemnified Parties") against any damages, losses, liabilities, and costs and expenses, including reasonable attorneys' fees and costs, arising from or allegedly arising from the unauthorized use of the Consultant Materials or Reports by or through Client.

Section 2.3 Rights. Consultant reserves all rights in Consultant Materials, including the Reports. Consultant may use Consultant Materials for any purpose during the term of this Agreement or thereafter. Client agrees that Consultant has spent and will spend substantial time and effort in collecting and compiling data and information (including Client Data, as defined below) (the "Data Compilations") in order to produce the Report(s). Data Compilations may be used by Consultant for its own purposes, including, without limitation, sale, or distribution to third parties, provided that Consultant will not sell or distribute Client's Confidential Information that may be contained in Data Compilations unless such information is used on an aggregated, anonymous basis.

ARTICLE III. COMPENSATION

Section 3.1 Fees. Client shall pay Consultant a professional fee according to the fee schedule attached as Exhibit B hereto (the "Fee Schedule") for the Services rendered hereunder. Consultant may adjust its rates in the event of an amendment of the SOW.

Section 3.2 Reimbursement. Client agrees that it shall reimburse Consultant for Consultant's out-of-pocket expenses incurred in performance of the Consulting Services. Expenses of Consultant in the performance of any Consulting Services that will be reimbursed by Client are the following:

- (a) Transportation costs, including mileage for the use of personal automobiles at the prevailing IRS standard rate, rental vehicles, travel, lodging and regularly scheduled commercial airline ticket costs; and
- (b) Third-party photographic reproduction and data purchases.
- (c) Photocopies, facsimile, postage, overnight deliveries.

Section 3.3 Invoices. Consultant shall deliver to Client an invoice for Services performed and reimbursable expenses incurred in the prior month. Client shall pay all invoices within forty-five (45) days of the date of each invoice. A monthly charge of 1.2% may be imposed on past due accounts. Payment shall not be subject to any discounts or set-offs.

ARTICLE IV. OTHER AGREEMENTS OF CONSULTANT

Section 4.1 Performance. Consultant shall perform the Services in accordance with the SOW and generally accepted industry standards.

Section 4.2 Necessary tools. Consultant shall supply all tools and instrumentalities required to perform the Services under the Agreement.

Section 4.3 Workers' Compensation. Consultant shall maintain workers' compensation insurance for Consultant's employees and agents performing Services as required by law. Consultant shall comply with all federal, state, and local laws and ordinances as it relates to the work to be performed under this Agreement.

Section 4.4 Liability Insurance. Consultant shall, at its sole cost and expense, carry and maintain throughout the term of this Agreement professional liability insurance covering errors and omissions, with limits of not less than \$1,000,000 per occurrence or \$2,000,000 aggregate. Evidence of such insurance shall be provided to Client as soon as reasonably practicable following Client's written request.

ARTICLE V.
OTHER AGREEMENTS OF CLIENT

Section 5.1 Client's Assistance. Client shall provide all information, data and documents as specified in the SOW, or reasonably requested by Consultant. Client shall also satisfy any assumptions, perform any SOW obligations, and comply with all applicable laws and regulations.

Section 5.2 Client Responsibility.

(a) Client acknowledges Consultant will be using various data, reports, studies, computer printouts and other information, documents, and representations as to facts, the source of which may be Client ("Client Data"), and data from public agencies or third-parties ("Other Data"). Client agrees that Consultant is entitled to use and rely upon such Client Data in performing Services, and that Consultant shall not be obligated to verify the accuracy of the Client Data or Other Data or be responsible for its impact of on its work products (including without limitation the Reports).

(b) Client represents and warrants to Consultant that Client has the right to deliver the Client Data to Consultant and neither the Client Data, nor its use shall (i) infringe any intellectual property rights of any third party, (ii) violate any laws or privacy rights of any third party, or (iii) violate any third parties' privacy policies, and Client shall use commercially reasonable efforts to ensure that Client Data does not contain any viruses or other damaging or disabling code.

Section 5.3 Non-Solicitation. Client shall not solicit for employment or hire Consultant's employees during the term and for one year following the termination of this Agreement; provided, however, that this shall not prohibit Client from generalized solicitation or advertising, including the use of an independent agency or search firm whose efforts are not specifically directed at such employees. Such employees shall not include any individual (a) whose employment with Consultant has terminated for any reason, or (b) whose employment or solicitation has been agreed upon in writing by Consultant.

ARTICLE VI.
TERM; TERMINATION

Section 6.1 Term. This Agreement shall become effective on the Effective Date and will continue in effect until the earlier of (a) completion of performance under the SOW, or (b) termination as provided herein.

Section 6.2 Convenience. Either party may terminate this Agreement (and the SOW) for convenience upon thirty (30) prior written days' notice to the other party.

Section 6.3 Breach. Either party may terminate this Agreement with written notice to the other party in the event of a material breach which is not cured within ten (10) days. Without limiting the foregoing, if Client fails to make payments when due, Consultant may suspend Services upon notice. Consultant shall have no liability to Client for any costs or damages arising as a result of such suspension. Upon payment in full by Client (if Consultant has not terminated the Agreement), Consultant shall resume Services and the SOW shall be adjusted for the suspension period plus reasonable time and expense for the Consultant to resume performance.

Section 6.4 Fees. Upon expiration or termination of this Agreement, Client shall pay all of Consultant's fees, expenses, and other costs payable by Client pursuant to Article III, which have accrued through the date of expiration or termination.

Section 6.5 Mutual Indemnification. Each Party shall defend, indemnify and hold the other Party harmless from and against all obligations, losses, liabilities, damages, claims, attachments, executions, demands, actions and/or proceedings (collectively, "Claims") and all costs and expenses in connection therewith, including reasonable attorneys' fees and expenses, arising out of or connected with this Agreement when such Claims arise from, relate to, or in any way result from (i) breach of any representation or warranty in this Agreement, (ii) breach of any applicable law or (iii) gross negligence or willful misconduct. Client's obligations under this subsection shall be reduced to the extent that they arise out of Consultant's gross negligence or willful misconduct.

Section 6.6 Survival. Sections 1.2, 5.2, 5.3, 6.4, 6.5, 6.6, and Articles II, III, VII, and VIII shall survive the expiration or termination of this Agreement.

ARTICLE VII. CONFIDENTIALITY

Section 7.1 Definition. "Confidential Information" means all information that is disclosed by a party to the other party and that: (a) is designated as confidential, regardless of the form in which it is disclosed; or (b) relates to a party's markets, customers, patents, trade secrets, inventions, procedures, methods, designs, strategies, distributors, or business in general. It shall not include any item which: (i) the receiving party can prove was in its possession prior to disclosure thereof by the disclosing party whether prior to or during the term of this Agreement; (ii) is or becomes generally available to the public other than as a result of any action or omission by the receiving party; (iii) is rightfully disclosed to the receiving party by a third party without the imposition on the third party of any confidentiality obligation or restrictions on use; or (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, as evidenced by the receiving party's written records. The Consultant Materials are Consultant's Confidential Information (subject to the rights set forth in Section 2.2).

Section 7.2 Obligation. Each party, as a receiving party, shall (a) hold all Confidential Information in confidence and not disclose same to anyone except its employees who have a need to know and who are bound by the confidentiality and nondisclosure restrictions herein; (b) use the other party's Confidential Information only as necessary for its performance hereunder; and (c) hold and protect Confidential Information

with the same degree of care it uses with its own information of like importance, but in no event less than a reasonable standard of care.

Section 7.3 Compelled Disclosure. If either receiving party is required by law to disclose any Confidential Information, the receiving party shall provide the disclosing party with prompt oral and written notice, so that the latter may seek a protective order or other appropriate remedy. In the event that such a protective order or other remedy is not promptly obtained, the receiving party shall furnish only that portion of the Confidential Information which is legally required and shall exercise its best efforts to obtain a protective order or other reliable assurance that confidential treatment shall be accorded to the disclosing party's Confidential Information.

Section 7.4 Injunctive Relief. Each party agrees that remedies at law are inadequate to protect against its breach or threatened breach of this Article VII. Accordingly, each party agrees that the other party may obtain injunctive relief against it in the event of any such breach or threat thereof, in addition to any other legal or equitable remedies that may be available.

ARTICLE VIII. **GENERAL PROVISIONS**

Section 8.1 Notice. Any notices to be given hereunder may be effected either by personal delivery in writing, by mail or by electronic mail (reader receipt requested). Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, or at the following email addresses (Consultant: jchism@coopstrategies.com; Client: kaguilerafort@oxnardsd.org), but each party may change the address by written notice in accordance with this Section 8.1. Notices delivered personally or by electronic mail (reader receipt requested) will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of two (2) days after mailing.

Section 8.2 Assignment. Neither party may assign this Agreement, in whole or in part without the express written consent of the other party, with the exception of an assignment carried out as part of a merger, restructuring or reorganization, or as a sale or transfer of all or substantially all of a party's equity or assets. Any such attempted assignment or delegation shall be void. This Agreement shall inure to the benefit of and shall be binding upon the Parties' successors and permitted assigns.

Section 8.3 Not Public Official. Neither this Agreement, nor any duties or obligations under this Agreement, nor the intentions or expectations of Client will cause Consultant to be a "public official" as that term, or a similar term, is used under applicable law. The Parties agree that Consultant is not a "public official" or "participating in governmental decision" as those terms, or similar terms, are used under applicable law, and that no actions and opinions necessary for the performance under this Agreement will cause Consultant to be a "public official" or "participating in a governmental decision" as those terms, or similar terms, are used under applicable law.

Section 8.4 Entire Agreement. This Agreement and Exhibits A and B supersede any and all agreements, either oral or written, between the Parties with respect to Services. Any reference to any statute herein shall be construed as including all statutory provisions consolidating, amending, or replacing such statute.

Section 8.5 Amendment. This Agreement and any exhibit hereto may not be modified except as expressly provided herein or in writing by the parties and signed by authorized representatives of both Parties.

Section 8.6 Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Section 8.7 Dispute Resolution.

(a) Except as set forth in Section 7.4, the Parties agree to first try in good faith to settle any dispute hereunder by mediation pursuant to the Mediation Rules of the American Arbitration Association (AAA). If the dispute is not settled by mediation, the dispute may be resolved by final and binding arbitration under subsection (b).

(b) Except as set forth in Section 7.4, upon written, served request, the dispute shall be submitted to binding arbitration in accordance with the commercial rules and regulations of the AAA and the provisions of applicable law. The arbitration shall take place in a location mutually agreed to by the parties. Consultant shall select the arbitrator. If Consultant and Client do not agree on such arbitrator, however, Client shall select a second arbitrator. The first and second arbitrator shall then select a third arbitrator who shall conduct the arbitration. The parties may select arbitrators from JAMS, ADR, ARC or any independent arbitrator/neutral for dispute resolution. No arbitration shall include by way of consolidation or joinder any parties or entities not a Party to this Agreement without the express written consent of Parties and any party or entity sought to be joined with an express reference to this provision. Any party or entity joined in the arbitration, after mutual consent, shall be bound by this provision. The decree or judgment of an award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to any other rights and remedies, to reimbursement for its expenses, including court costs and reasonable attorneys' fees. The non-prevailing party shall be liable, to the extent allowable under law, for all arbitrator fees and expenses and all arbitration costs.

Section 8.8 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding choice of law rules.

Section 8.9 Third Parties. Nothing contained in this Agreement shall create a contractual relationship with cause of action in favor of a third party against either Party.

Section 8.10 DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR DAMAGES ARISING FROM BREACH OF SECTION 2.2 or ARTICLE VII, NEITHER PARTY, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES (INCLUDING DAMAGES FOR LOST PROFITS, LOST BUSINESS OPPORTUNITY, LOSS OF USE, LOSS OF INCOME, LOSS OF

REPUTATION, PERSONAL INJURY OR THE LIKE) RESULTING FROM OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LIABILITY ARISING OUT OF CONTRACT, TORT, NEGLIGENCE, AND STRICT LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 8.11 Force Majeure. Neither party will be liable for failure to perform (except for payments owing) due to circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, war, acts of terrorism, embargoes, acts of civil or military authorities, fire, flood, accident, strikes, inability to secure transportation, facilities, fuel, energy, labor, or materials. In the event of force majeure, time for delivery or other performance will be extended for a period equal to the duration of the delay.

Section 8.12 Limitation of Liability. The parties intend that the Services shall not subject Consultant Indemnified Parties to personal legal exposure. Therefore, notwithstanding anything to the contrary, Client agrees that Client’s sole and exclusive remedy, and any claim, demand or suit shall be directed and/or asserted only against Consultant and not against Consultant Indemnified Parties. Consultant’s total liability for any cause of action, including contract, tort and otherwise, shall not exceed the sum paid to Consultant under this Agreement. The limitations of liability and exclusion of certain damages shall apply regardless of the effectiveness of any of the remedies provided for under this Agreement. Any action against Consultant must be brought within twelve (12) months after the cause of action arises.

Section 8.13 DISCLAIMER. EXCEPT AS MAY BE SPECIFIED IN THIS AGREEMENT, CONSULTANT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT AND WARRANTIES ARISING UNDER COURSE OF DEALING OR TRADE USAGE. CONSULTANT CANNOT GUARANTEE RESULTS AND CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT USE OF CONSULTANT MATERIALS AND IMPLEMENTATION THEREOF WITHIN CLIENT’S ORGANIZATION IS AT CLIENT’S OWN DISCRETION AND RISK.

IN WITNESS WHEREOF, this Agreement has been executed on the Effective Date.

CONSULTANT:

CLIENT:

Cooperative Strategies, LLC

Oxnard School District

By: 
Josh Chism
Executive Director

By: _____
Lisa A. Franz
Director, Purchasing

Date: October 21, 2021

Date: _____

EXHIBIT A

STATEMENT OF WORK

**OXNARD SCHOOL DISTRICT
TRUSTEE AREA REDISTRICTING SERVICES**

Cooperative Strategies, LLC shall provide consulting services to Oxnard School District ("School District" or "Client") to assist in the evaluation of existing voting areas with the 2020 Census Data and potential adjustments to such voting areas as result of updated data. The specific tasks include, but are not limited to, the following:

ACTIVITY	TASKS
1. Assessment of Voting Areas and 2020 Census	1.A. Prepare Census Data Analysis for Trustee Areas This task involves analyzing 2020 Census data to obtain information on population within the School District to determine the population within each voting area and for use in any potential adjustments.
	1.B. Evaluate Population Balance of Current Voting Areas This task involves determining whether the current voting areas meet the population balance requirements utilizing the 2020 Census data. Cooperative Strategies shall also prepare a presentation outlining the population within each voting area based on the 2020 Census and a determination of the population variance between the largest and smallest areas.
	1.C. Provide Presentation for Meeting of Board of Education This task involves providing a PowerPoint presentation for the meeting of the Board of Education of School District. The presentation will allow School District and their legal counsel to review the data from the 2020 Census analysis with their Governing Board. This also allows School District and their legal counsel to review criteria for adjustments of voting areas with the public and Board, if required by the Census results or if requested by the Board.
2.	2.A. Create Conceptual Trustee Areas This task involves using Census data and GIS data gathered to prepare three (3) conceptual Voting Area scenarios that

ACTIVITY	TASKS
Adjust Voting Areas Based on 2020 Census (if required)	<p>are in compliance. This task will involve preparing alternative Voting Area boundary proposals for consideration, including maps and demographic data for comparative purposes.</p>
	<p>2.B. Provide Presentation for the Governing Board This task includes development of one (1) PowerPoint presentation that includes the three (3) conceptual scenarios for School District and their legal counsel to present to the Board for comment and review.</p>
	<p>2.C. Revise Scenarios #1 This task involves revising the initial three (3) conceptual scenarios based on feedback from the public and the Board. This feedback shall be solicited by School District and their legal counsel during the presentation and by other means.</p>
	<p>2.D. Provide Presentation of Revised Scenarios #1 for Governing Board This task involves development of one (1) PowerPoint presentation that includes the three (3) revised scenarios for School District and their legal counsel to present to the Board for consideration and approval of Voting Areas.</p>
	<p>2.E. Revise Scenarios #2 In the event the revised scenarios from #1 require additional revisions, this task involves a second and final revision of the three (3) scenarios based on feedback from the public and the Board. This feedback shall be solicited by School District and their legal counsel during their presentation and by other means.</p>
	<p>2.F. Provide Presentation of Revised and Final Scenarios to Governing Board This task involves development of (1) PowerPoint presentation that includes the three (3) revised and final scenarios for School District and their legal counsel to present to the Board for consideration and approval of Voting Areas.</p>
	<p>2.G. Assist in Implementation Process This task involves assisting with processing the new Voting Areas with the Registrar of Voters.</p>

EXHIBIT B

FEE SCHEDULE

**OXNARD SCHOOL DISTRICT
TRUSTEE AREA REDISTRICTING SERVICES**

The proposed fees for Cooperative Strategies to perform the services for Oxnard School District ("School District") as described in Exhibit A of this Agreement are outlined below.

SERVICE DESCRIPTION	PROPOSED FEE
Assessment of Voting Areas and 2020 Census	\$3,175 (Plus Expenses)
Adjust Voting Areas Based on 2020 Census	\$7,850 (Plus Expenses)

Should the School District request additional scenarios beyond those identified in Exhibit A, the fee shall be \$375 per additional scenario.

Should the School District request additional PowerPoint presentations beyond those identified in Exhibit A, the fee shall be \$750 per additional presentation.

Revisions to the conceptual Voting Areas will be based on feedback from School District and legal counsel.

Should the School District wish to utilize a web-based tool for members of the community to provide scenarios or revise map options, there shall be an additional fee of \$5,000 for such service.

School District and their legal counsel agree to collaborate with Cooperative Strategies to develop a schedule to accomplish the work by identifying dates and times that are mutually agreeable. This may require compressed schedules and scheduling special board meetings on non-typical dates and times.

S: \Proposals\Working Documents\California\Demographics\Redistricting\2021\Oxnard SD\OxnardSD_Redistricting_NoMeetings_20211021.docx

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 03, 2021

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #21-157 – Art Trek Inc. (DeGenna/Shea)

Art Trek Inc. will provide staff to work in the Afterschool Program with students on art projects. They will provide a staff member to each Afterschool Program site to increase student enrollment and attendance in the ASES program.

Term of Agreement: November 4, 2021 through June 30, 2022

FISCAL IMPACT:

Not to Exceed \$1,300,000.00 – 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 #21-157 with Art Trek Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-157, Art Trek Inc. \(21 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #21-157

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of November 2021, by and between the Oxnard School District (“District”) and Art Trek, Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from November 4, 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.

3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed One Million Three Hundred Thousand Dollars and No Cents (\$1,300,000.00), unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a “designated employee”.

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Ginger Shea
Phone: 805-385-1501 ext. 2324
Fax: 805-385-1508

To Consultant: Art Trek, Inc.
703 Rancho Conejo Blvd.
Newbury Park, CA 91320
Attention: Nancy Young, Director
Phone/FAX: 805-499-1700
Fax: _____

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** The Director of Enrichment and Specialized Programs shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
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

CONSULTANT

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Nan Young, Director Art Trek, Inc.

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: 20-5130203

- Not Project Related
 Project #21-157

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-157

SERVICES

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

Please see A-0 to A-2

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

Please see A-0 to A-2

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY	DUE DATE
A. Attendance report (reported).	15th of each month
B. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format).	15th of each month
C. Provide a staff list that certifies all staff meet fingerprint, TB and Paraeducator requirements along with First Aid and CPR	15th of each month
D.. Monthly expenditure reports, including salaries for employees, supplies, and trainings.	30th of each month for the previous month

VI. Consultant will utilize the following subcontractors to accomplish the Services :

- No subcontractors will be used.

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 #21-157

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-157

COMPENSATION

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

Teaching Fee for Art Trek instructors teaching-Grades 1-8: To be paid for the hours at each site.

\$95 teaching fee per hour, per site, including all materials

23 teachers x 4 hours per day = 92 hours per day x \$95 per hour = \$8,740 per day

\$8,740 x 148 days = \$1,293,520 (Not to exceed \$1,300,000.00)

***A one-time start up fee of \$260,000.00 will be paid to Consultant upon approval of the agreement to cover start up costs to run the program.**

II. Consultant may not utilize subcontractors.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$1,300,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-157

INSURANCE

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination

II. **Other Provisions.** Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #21-157

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 #21-157

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-157

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case-by-case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict-of-Interest Code. Therefore, the Consultant, **Art Trek Inc.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

EXHIBIT A-0
TO AGREEMENT #21-157 FOR CONSULTANT SERVICES

- I. Consultant will perform services required by District in connection with its After School Program, and specifically agrees to provide the following services under the captioned agreement:
- A. Attendance of students:
1. Efforts will be made to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
 2. Attendance will be taken at the beginning of the program and provided to the site coordinator.
- B. Assurances
1. Provide an academic and enrichment program in each school that hosts an after school program.
 2. Provider will participate in development of the After School Program planning process through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector.
 3. Hire staff, based on the 20-1 ratio (1st to 8th Grade) and 10-1 (Transitional Kindergarten and Kindergarten as required by grant funding, including a site coordinator, project supervisory staff and provide payroll services for Consultant employees.
 4. Operate each program from the end of the school day until 6:00 PM every regular school day or for a minimum of three hours after school dismissal.
 5. When agreed upon and coordinated between Consultant and District, provide a program for non-school calendar days (i.e., weekends, vacations).
 6. When agreed upon and coordinated between the Consultant and District, will provide supplemental services with compensation being reimbursed for expenses agreed upon in advance. As used herein, a “supplemental services” means a project outside of the scope of this agreement.
 7. Provide program assessment results to District for the annual evaluation or district Federal Program Monitoring Requirements. Assessment tools may include the Quality Self Assessment Tool or Continuous Quality Improvement Tool connected to the standards for expanded learning.
 8. Assist and maintain organized information for Federal Program Monitoring (FPM) at each site. The documentation needs to be submitted quarterly.
 9. All food offered to students will conform to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Zangle-Food Services module.
- C. Professional Development
1. Consultant shall provide professional development related to the daily operations of the program.
 2. Consultant shall provide a lesson summary to OSD to be shared with the site team.

3. Professional Development-All Staff:
 - a. All staff participates in two professional development days provided by District on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, STEM/STEAM, communication skills and other topics to align the after school program with the regular day throughout course of the academic school year.

- D. Consultant shall have staff participate in bi-monthly site team meetings to aid in the team approach to operating the program. Meetings will be a maximum of one hour. Trainings will be coordinated at each site by the site coordinator.

- E. Risk Management and Personnel
 1. Consultant shall ensure and provide monthly certification that all staff meet the requirements for at Title I ParaEducator as outlined by the California Department of Education.
 2. Consultant shall ensure staff are First Aid and CPR trained.
 3. Consultant shall ensure and provide monthly certification that staff have been trained as Mandated Reporters.
 4. Consultant shall provide background clearance through the Department of Justice, TB tests and monthly reports of all employees who have received clearance for employment.
 5. Provide a copy of insurance documents, which verify insurance coverage meeting the district's required levels.
 6. Clear outside contractors and events through the District. This shall occur at least 30 days prior to service or event.
 7. Clear all activities and enrichment courses, including flyers and advertisements, through the District to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
 8. There shall be no fundraisers in the program.
 9. Participate in school wide emergency drills and learn the protective procedures at each school site.

- F. Responsibility
 1. Consultant is responsible for the supervision and evaluation of their own employees.
 2. The consultant shall regularly visit and walk through the classes their Lead staff are teaching.
 3. Lead staff are defined as the staff working with the groups of students during the program. Lead staff will have a group that does not exceed the 20:1(1st -8th Grades) and 10:1 (Transitional Kindergarten to Kindergarten) ratio and provide activities they have received at monthly trainings.
 - a. Lead staff are responsible for completing incident reports and provide a copy to the site coordinator and district administration.
 - b. Lead staff must wear their uniform when on site and other appropriate clothing (no tank tops or open toed shoes).
 - c. Lead staff will have no volunteers or visitors while working in the program.

- d. Lead staff shall ensure the confidentiality of student information and other program details.
- e. Lead staff shall use the communication systems in place at each school this includes the use of hand radios, classroom phones and text messaging.
- f. Lead staff shall sign in and out according to school safety requirements.
4. Work with District to establish and maintain partnerships with community agencies.
5. Provide student learning and enrichment materials above and beyond materials already purchased by District.
6. Participate in collaboration activities with other participating organizations.
7. Vacate learning areas within each school in the same or better conditions as they were found.
8. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
9. Include feedback from the after school administrator, site coordinator and site principal when evaluating employees.
10. Meet bi-weekly with District administrator.
11. Provide documentation of matching funds.
12. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1 and Exhibit A-2.
13. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the Facilities Department at District immediately.
14. Field trips may take place during the program. The District must approve field trips in writing in advance. The consultant staff shall be responsible for the supervision, permission slips and other details relating to the field trip.

II. Supplemental Programming

- a. Supplemental programming is defined as activities outside the scope of activities outlines in this agreement.
- b. Supplemental Programs must be approved in advance by written request. Student ratio not to exceed 20:1(1st -8th Grades) and 10:1 (Transitional Kindergarten to Kindergarten) Field trips may take place during the program. The District must approve field trips in writing in advance.

III. The Oxnard School District agrees to:

- A. Pay a one-time start up fee of \$260,000.00 to Consultant upon approval of the agreement to cover start up costs to run the program.
- B. Provide consistent, adequate and safe space for after school groups and activities (including classrooms, cafeteria, restrooms, and playground).
- C. Provide a District administrator to coordinate and collaborate with the Consultant.
- D. Provide professional development to aid in the aligning the After School Program with the regular school day (Math, Literacy, Arts/Special Enrichment, and Physical Fitness and Nutrition).
- E. Provide consistent access to the computer lab and library.
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program.
- G. Provide daily custodial services.
- H. Submit required attendance, fiscal and evaluation reports to the State of California.

- I. Provide storage space for materials and projects.
 - J. Notwithstanding Consultant’s obligations contained in Exhibit A-2, administer medication to students participating in Program in compliance with federal and California law.
 - K. Perform those actions set forth in Exhibit A-2.
- IV. As part of the Services, Consultant will prepare and deliver the following tangible work products to District:
- A. Certificates of insurance and additional insured endorsements for 2021-2022, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California.
 - B. Evidence that employees have met the No Child Left Behind (NCLB) requirements.
 - C. Monthly employee list certifying all have cleared TB and Fingerprint screenings.
 - D. Evidence that Consultant’s employees and volunteers have complied with the fingerprinting and training requirements required by this Agreement.
- V. During performance of the Services, Consultant will keep District apprised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY	DUE DATE
A. Attendance report (reported).	15th of each month
B. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format).	15th of each month
C. Monthly expenditure reports, including salaries for employees, supplies, and trainings.	30th of each month for the previous month

- VI. Consultant will utilize the following personnel to accomplish the Services:
- None.
 - See attached list. **(To be provided prior to the 1st day of program)**
- VII. Consultant will utilize the following subcontractors to accomplish the Services (check one):
- None.
 - See attached list.

VIII. 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.

EXHIBIT A-1
General Provisions

Consultant agrees to operate the **Program** in accordance with the following general provisions:

1. **Field Trips.** Consultant may offer Program field trips, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of “any involved municipalities or public entities and their respective agents and employees.”
2. **Parent/Guardian Visits:** To the extent allowed by applicable law, Consultant shall provide for reasonable parent/guardian access to District facilities being used by Consultant during the Program. Consultant shall ensure that parent/guardian visits are in accordance with any applicable court orders.
3. **Late Pick Up Policy:** Consultant shall develop a reasonable late pick-up policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a late pick-up policy, the following policy shall apply. If a student has not been picked up by an authorized adult within ten (10) minutes after the Program closing time, Consultant’s staff shall call the emergency contacts for that student. If Consultant’s staff person has not been able to reach the student’s authorized adult within twenty (20) minutes past closing time, Consultant shall contact the Program director, the police, and social services for assistance. Consultant is fully responsible for properly implementing the policy. Irrespective of whether Consultant develops and implements an approved late pick-up policy or adopts the policy set forth herein, Consultant warrants that at least two (2) staff persons will remain present at closing time to supervise the students until the last child is in the custody of an authorized adult, or, if necessary, the police and social services.
4. **Reportable Incidents:** If any student suffers an injury requiring medical attention during the Program, then Consultant shall immediately inform District by telephone, text, or email, and provide a written incident report to District within twenty-four (24) hours of the incident. If Consultant becomes aware of circumstances indicating the actuality or possibility of mandated reporting (including but not limited to allegations of physical, emotional, or sexual abuse, or allegations of neglect), involving any student in the Program, then Consultant shall comply with all mandated reporting requirements under California law. Consultant shall inform District immediately and shall also provide a written report of the circumstances to District within twenty-four (24) hours of becoming aware of the circumstances. Consultant assures District that all Consultant staff members, including volunteers, are familiar with child and dependent adult abuse reporting obligations and procedures under California law.
5. **Emergencies/ Disasters:** Consultant shall develop a reasonable disaster/emergency policy. The policy must be in writing and approved in advance by District. If Consultant fails to provide a reasonable disaster/emergency policy, the District’s emergency/disaster policy shall apply. Consultant is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in

the policy, maintaining at least one (1) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

6. Unauthorized Persons: In the event that Consultant's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students; and any other trespassers) is on District's property during the operation of the Program, Consultant's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Consultant's staff shall immediately notify the Director of Enrichment and Special Programs at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.

7. District Facilities and Equipment: Consultant's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Consultant shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Consultant shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Consultant shall replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Consultant permitted to use the facilities or equipment. Consultant shall not install equipment or fixtures at District facilities without District's prior written consent.

EXHIBIT A-2
**ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF
EMERGENCY ASSISTANCE**

Consultant and District agree to operate the Program in accordance with the following requirements. Consultant shall not administer any medication not explicitly set forth herein.

1. Requirements for Administration of Epinephrine (Epi-pen)

a. Obligation to Administer Epinephrine; Authorized Individuals

Pursuant to Education Code section 49414, District shall provide emergency epinephrine and auto-injectors to school nurses or trained personnel who have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction (*i.e.*, potentially life-threatening hypersensitivity to a substance). Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall at all times maintain a designated employee and/or volunteer at all Program sites. Consultant shall only allow its employees and/or volunteers who have received proper training as set forth below to administer an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction if a District nurse is not onsite and when a physician is not immediately available. Any employee and/or volunteer of Consultant that administers an epinephrine auto-injector to a person suffering, or reasonably believed to be suffering, from an anaphylactic reaction shall initiate emergency medical services or other appropriate medical follow up in accordance with the training materials that District retains onsite.

b. Training of Voluntary Consultant Employees and Volunteers

Consultant shall provide all designated Consultant employees and/or volunteers epinephrine training. All epinephrine training must be provided by a licensed physician or nurse and in compliance with the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, available online at <http://www.cde.ca.gov/ls/he/hn/epiadmin.asp>. The training shall cover at a minimum the information listed in the CDE's *Training Standards for the Administration of Epinephrine Auto-Injectors*, which includes (a) techniques for recognizing symptoms of anaphylaxis, (b) standards and procedures for the storage and emergency use of epinephrine auto-injectors, (c) emergency follow-up procedures, including calling 911 phone number and contacting, if possible, the student's parent/guardian and physician, and (d) instruction and certification in cardiopulmonary resuscitation. Consultant warrants that it will provide training that complies with CDE guidelines and requirements. In the event of a conflict between the training requirements set forth herein and in the CDE training standards, the requirements in the CDE training standards shall control. All training materials shall be retained at Program sites.

2. Epinephrine Prescriptions

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and providing access to those employees and/or volunteers of Consultant that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic

reaction. Consultant shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

3. Requirements for the Provision of Emergency Assistance

Consultant shall at all times maintain an employee and/or volunteer at all Program sites to provide emergency assistance to any Program participant who is injured or suddenly becomes ill. Consultant shall provide the necessary training in cardiopulmonary resuscitation (CPR), an automated external defibrillator (AED) and first aid to its employees and/or volunteers who have volunteered to provide emergency assistance. Consultant shall designate those employees and/or volunteers that have volunteered to provide emergency assistance and provide District with a list of those individuals prior to the provision of any Services under this Agreement. Consultant shall only allow its employees and/or volunteers who have received proper certification to provide emergency assistance. For purposes of this Agreement, “emergency assistance” shall include the provision of CPR in the event of cardiac arrest; use of an AED to analyze a person’s heart rhythm and deliver an electrical shock to restore heartbeat; and the provision of other forms of first aid to respond to common first aid emergencies, including burns, cuts, and head, neck and back injuries. Any employee and/or volunteer of Consultant that provides emergency assistance shall initiate emergency medical services or other appropriate medical follow up in accordance with their training.

4. Copies of Documents

Consultant shall maintain a copy of all health care documents and provide a copy of same to District.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 03, 2021

Agenda Section: Section C: Enrichment Agreement

Ratification of Amendment #1 to Agreement/MOU #21-09, Hip Hop Mindset (DeGenna/Shea)

At the Board Meeting of June 2, 2021, the Board of Trustees approved Agreement/MOU #21-09 with Hip Hop Mindset, to provide dance instruction in our summer and after school programs in the amount of \$60,000.00.

Amendment #1, in the amount of \$145,000.00, is required to add additional dance instructors at each of our school sites to serve more students. This increase in funds will provide additional staff to the after school program, for a new total agreement amount of \$205,000.00.

FISCAL IMPACT:

\$145,000.00 – ASES Grant Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment and Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement/MOU #21-09 with Hip Hop Mindset.

ADDITIONAL MATERIALS:

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

[Agreement-MOU #21-09, Hip Hop Mindset \(2 Pages\)](#)

**Amendment #1 to Agreement #21-09 with
Hip Hop Mindset
November 3, 2021**

At the Board Meeting of June 2, 2021, the Board of Trustees approved Agreement #21-09 with Hip Hop Mindset, to provide dance instruction in our summer and after school programs in the amount of \$60,000.00.

Amendment #1, in the amount of \$145,000.00, is required to add additional dance instructors at each of our school sites to serve more students. This increase in funds will provide additional staff to the after school program, for a new total agreement amount of \$205,000.00.

HIP HOP MINDSET:

By: _____
William Venegas

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

**Agreement/Memorandum of Understanding and Responsibility #21-09
Between Oxnard School District and
Hip Hop Mindset**

The scope of this document is to define the roles and responsibilities of Hip Hop Mindset, (Consultant) in providing dance classes to students attending schools in Oxnard School District (District). The purpose is to provide enrichment opportunities for the students in Oxnard School District.

This serves as a Memorandum of Understanding and Responsibility (MOU) agreement that the District and Consultant will work together towards promoting a quality enrichment for students. Both the District and Consultant, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

I. Consultant

A. Curriculum

1. Consultant will staff and provide hip hop dance instruction at schools in Oxnard School District.
2. Consultant will provide videography and video instruction at schools in Oxnard School District.
3. Consultant will have staff sign into the school office as a visitor and check in with the office manager.

B. Fees

1. Total cost of program will not exceed \$60,000.00 including supplies and materials purchased by Consultant or District.
 - a. Any Supplies or materials purchased by Consultant shall have itemized receipts attached with monthly invoice.
 - b. Invoices will be submitted monthly for services provided. The last and final invoice shall be received by District no later than June 30, 2021.
2. Hourly fees will be charged at \$80 an hour.

C. Insurance and Clearance Requirements

1. Consultant agrees to carry an insurance policy that meets the requirements of the Oxnard School District Risk Management department that covers the dates of service of this agreement.
2. Pass a fingerprint screening as required by the Department of Justice.
3. Have on file with the District valid proof of negative tuberculosis test.

II. Oxnard School District agrees to:

- A. Provide training space for the program.
- B. Supply requested materials.
- C. Support Hip Hop Mindset with live scan fingerprinting
- D. Pay Hip Hop Mindset as outlined above.

William Venegas will monitor this agreement to oversee implementation of project activity in coordination with the Manager of Enrichment & Special Programs. This Agreement/Memorandum of

Understanding and Responsibility shall be effective upon signature and Board approval. The Agreement/MOU will be in effect for the period of July 1, 2021 to June 30, 2022.

APPROVAL:

HIP HOP MINDSET:



Signature

William Venegas

Typed Name/Title

5/18/21

Date

OXNARD SCHOOL DISTRICT:



Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

6-7-2021

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 03, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-124, Casa Pacifica School (DeGenna/Jefferson)

Requesting ratification for Non-Public School (NPS) services for Student EM111207, for the 2021-2022 school year, including Extended School Year. The Non-Public School will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

FISCAL IMPACT:

Tuition: \$191.25 per diem x 200 days = \$38,250.00
(Including 20 days of Extended School Year)

Transportation: \$53.75 Round trip daily rate, for 200 days = \$10,750.00

Speech: \$128.00/hour x 21 hours per year = \$2,688.00

Occupational Therapy: \$105.00/hour x 26 hours per year = \$2,730.00

Intensive Individual Svcs.: \$40.25/hour x 28.55 hours per week x 42 weeks = \$48,263.78

Grand Total: \$102,681.78 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-124 with Casa Pacifica School, NPS.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-124, Casa Pacifica School \(4 Pages\)](#)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #21-124

THIS AGREEMENT, made and entered into this 3rd day of November 2021, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

WITNESSETH:

WHEREAS, the District is authorized by the provisions of the California Education Code, Section 56155 et seq., to contract with a nonpublic, nonsectarian school to provide services for certain pupils who are unable to benefit from regular education; and

WHEREAS, the District has determined, through evaluation and individual educational plans, that the following pupils are in need of such services;

Student: EM111207

NOW, THEREFORE, in consideration of their mutual promises contained herein, the parties hereto enter into a fixed price contract as follows:

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.

2. Services shall be provided for the **2021-2022** school year at a daily rate of \$191.25 for 200 days; this includes 20 days of extended school year through July 2022, round trip transportation at a daily rate of \$53.75 for 200 days, speech services for \$128 per hour for 21 hours per year, occupational therapy services for \$105 per hour for 26 hours per year, and intensive individual services for \$40.25 per hour for 28.55 hours for 42 weeks, in the amount not to exceed \$102,681.78.

3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



OXNARD SCHOOL DISTRICT

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AGREEMENT #21-124

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4. The nonpublic school will notify the school district of any change in a pupil's placement and/or address within three (3) days after the nonpublic school is informed of such changes.

5. The nonpublic school will report within three (3) days to the school district if a pupil is removed from the school by the placement agency, parent or legal guardian, or if a pupil absents himself/herself from school without permission for more than five (5) consecutive school days. For the purposes of the contract, a parent is the natural or adoptive parent, legal guardian or surrogate parent appointed by the district of residence when the courts have removed the parents educational rights.

6. The nonpublic school shall notify the school district when a pupil is absent for five (5) consecutive school days because of illness. Notification will be in writing.

7. *The nonpublic school will not be paid for excused absences due to changes in the ADA laws. These absences shall count as non-instructional days and not compensated at the daily rate.*

8. The nonpublic school shall prepare and submit to the school district year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

9. In consideration of the services to be rendered by the nonpublic, nonsectarian school, the district agrees to payment as follows:

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$102,681.78** for **Student: EM11207**

10. While engaged in carrying out and complying with the terms of this agreement, the nonpublic, nonsectarian school is an independent contractor and not an officer, agent, or employee of the district. The independent contractor will obtain a criminal record summary from the Department of Justice or a Department of Justice approved agency on all employees or contracted service providers who potentially have contact with students. This clearance will be completed prior to the person(s) first day of employment. No individual who has been convicted of a violent or serious felony as listed in subdivision C, of Section 1192.7 of the California Penal Code will be employed in any capacity that potentially involves contact with students. Nor will any person be employed who has been convicted of, or entered a plea of nolo contendere to charges of any sex offense as defined in Education Code 44011.



OXNARD SCHOOL DISTRICT

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AGREEMENT #21-124

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11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic, nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

12. During the entire term of this agreement and any extension or modification thereof, the nonpublic school shall keep in effect a policy or policies of liability insurance, including coverage of owned and non-owned automobiles operated by nonpublic school for the purposes of this agreement, of at least \$1,000,000 for each person and \$1,000,000 for each accident or occurrence from all damages arising out of death, bodily injury, sickness, or disease from any one accident or occurrence, and \$3,000,000 for all damages and liability arising out of injury to or destruction of property for each accident or occurrence. Not later than the effective date of this contract, the nonpublic school shall provide the District with satisfactory evidence of insurance, naming the District as additional insured, including a provision for a twenty (20) calendar day written notice to District before cancellation or material change, evidencing the above specified coverage. The Nonpublic school shall at its own cost and expense, procure and maintain insurance under the Worker's Compensation Law of California. Said certificates shall specify that insurance shall not be canceled or changed in required limits unless the school district has been provided forty-five (45) days advance written notification of cancellation or change. The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

13. This Agreement, or any of its rights, obligations, provisions, or conditions, may not be assigned by either party without the written consent of the party.

14. This Agreement may be amended by mutual agreement of the parties and may be terminated by either party upon twenty (20) days advance notification.



OXNARD SCHOOL DISTRICT

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AGREEMENT #21-124

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IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year first above written.

Date

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

Carlye Garcia, Contracts Manager
Casa Pacifica School, Nonpublic, Nonsectarian School

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 03, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-143 – ATX Learning LLC (DeGenna/Jefferson)

ATX Learning LLC will provide temporary supplemental staffing to the Special Education Services Department to assist with students Individualized Education Program's (IEP's), which may include direct and consultative services as needed during the 2021-2022 school year.

Service Providers:

- Physical Therapist
- Speech Language Pathologist
- Special Education Teacher

Term of Agreement: July 1, 2021 through June 30, 2022

FISCAL IMPACT:

Not to exceed \$200,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-143 with ATX Learning LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-143, ATX Learning LLC \(7 Pages\)](#)
[Rate Sheet \(2 Pages\)](#)

PROFESSIONAL SERVICES AGREEMENT

This agreement made and entered into between **Oxnard School District** (hereinafter referred to as **OSD**) located at **1051 South A Street, Oxnard, CA 93030** and **ATX Learning, LLC** (hereinafter referred to as Consultant) located at **10821 Red Run Blvd, #407, Owings Mills, MD 21117**. In consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF CONSULTANT: The Consultant shall provide the following Professional services, studies, and/or reports.

Provide direct service, perform any needed evaluation, and recommend equipment to carry out special education program in consultation with director, principals, teacher/school staff, and parents.

B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on **Date as specified in Addendum A**

C. COMPENSATION: For the full performance of this agreement, the OSD shall pay the Consultant as follows:
Consultant's Fee:

- a) **For Consultant: Rate as Specified in Addendum A**
- b) **Consultant will work for minimum of 35-40 billable hours per week (as needed)**
- c) **School shall not be liable to pay for school holidays**

Payment shall be as follows: Payments to be made within **30 days** of receipt of invoice. Any amounts due and payable which have not been paid within 30 days of invoice shall be subject to interest at the rate of 12% per annum, not to exceed the highest amount allowed under Texas law. All payments due and payable in Austin, Travis County, Texas. In addition, any and all collection costs including attorney fees and court costs shall be recoverable in favor of consultant.

D. GENERAL TERMS AND CONDITIONS:

- 1) **INDEMNIFICATION:** The Consultant hereby assumes, releases and agrees to indemnify, defend, protect and save Board, its Officers, Board Members, employees, and Agents harmless from and against any loss of and/or damage to the person or property of consultant, and all loss and/or damage on account of injury to or death of any persons whomsoever arising in any way from the negligence or misconduct of Consultant, its employees or agents
- 2) **NON-SOLICITATION OF EMPLOYEES:** OSD agrees to not solicit or hire employees or independent contractors of consultant for a period of 1(One) Year following the end date of that employee or independent contractor's services to OSD. If OSD decides to hire Consultant's candidate as a district employee or independent contractor without Consultant's approval, a fee for direct hire will be payable to consultant within 15 days.

Ausin Texas Learning Group, LLC, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: +1 (512) 593-5222

Fax: +1 (512) 212-1338

www.atxlearning.com

This paragraph is essential to protect the economic and business rights of consultant as well as valuable property rights. In the event that a court finds that this or any other paragraph in this agreement violates in whole or in part the public policy or law of any state, said paragraph(s) shall be stricken by the court or modified to reflect legality and enforceability of the paragraph and in no instance shall a defective paragraph result in a penalty against the Consultant nor in the termination of the other provisions of this agreement.

- 3) REPRESENTATIONS: OSD represents and warrants that all the information supplied to consultant herein is true and accurate and contains no errors or omissions. In the event that is not true, the Consultant may immediately terminate this agreement and claim any damages as a result of the same.
- 4) AGREEMENTS WITH THIRD PARTIES: OSD represents and warrants that at the time of the making of this agreement it has no legal or contractual obligations to a third party that contravenes or interferes with this agreement.
- 5) ASSIGNMENT: Without the written consent of the OSD, this agreement is not assignable by the Consultant.
- 6) NON-DISCRIMINATION: No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
- 7) LICENSE AND AUTHORITY: The Consultant and its employee or independent contractors will maintain all necessary licenses during the term of this agreement. Consultant will provide evidence or copies of all necessary licenses and credential/ clearance to OSD at their request.
- 8) EQUIPMENT AND FACILITIES: OSD and the Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
- 9) TIME: Time is the essence of this agreement.
- 10) GOVERNING LAW: The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of Texas. Any dispute between the parties shall be heard in the courts sitting in Travis County, Texas.
- 11) WITHHOLDING: The OSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.
- 12) HEADINGS: All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.

Ausin Texas Learning Group, LLC, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

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- 13) **AMBIGUITY:** The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
- 14) **MODIFICATION:** Any modification to this agreement must be in writing and signed by both parties to be effective.
- 15) **AUTHORITY:** Each party executing this agreement has the authority to do so.
- 16) **DAMAGES:** In no event shall either party claim damages against the other in excess of 50% of the total amount to be paid out under the contract, nor shall there be any recovery of any special, consequential, or indirect damages of any type, against the Consultant.
- 17) **TIMESHEET:** Payment has to be made on the basis of counter-signed timesheet. Any discrepancy in timesheet should be communicated within 15 days. After 15 days ATX has all the rights to raise invoices in full as per the countersigned timesheet.
- 18) **TERMINATION:** Either party may terminate this Agreement on thirty (20) calendar day written notice.

At all times the Consultant shall be deemed to be independent and is not authorized to bind the OSD to any contracts or other obligations, or to state or imply that it or its employee or independent contractor is an employee or authorized representative of the OSD, or to utilize the OSD’s letterhead or logo without the prior consent of the OSD. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and OSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	The OSD shall provide job specifications and instructions.
TRAINING/SUPERVISION	The OSD shall provide training/supervision for consultant, if required.
WORK NOT ESSENTIAL TO OSD	The OSD’s success or continuation does not depend on the services of the Consultant.
JOB LOCATION	OSD controls the job location.
TOOLS & EQUIPMENT	Tools and equipment for the job shall be provided by OSD.
SERVICES AVAILABLE TO PUBLIC	The Consultant’s services are available to the general public after school hours.
PROGRESS REPORTS	The Consultant will be required to make progress report.

Ausin Texas Learning Group, LLC, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

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ADDENDUM – A.1

Candidate 1	:	Daniel Crook
Services	:	Special Education Teacher
Rate for Services	:	\$85 per hour
Contract Term	:	School Year 2021-22
Start Date	:	September 30, 2021
End Date	:	June 17, 2022
Service time	:	35-40 hours per week

ADDENDUM – A.2

Candidate 1	:	Cristina Kazzi
Services	:	Speech Therapist (Virtual)
Rate for Services	:	\$95 per hour
Contract Term	:	School Year 2021-22
Start Date	:	October 05, 2021
End Date	:	June 17, 2022
Service time	:	35-40 hours per week

ADDENDUM -A.3

Candidate 1	:	Molly Zuelke
Services	:	Speech Therapist (Virtual)
Rate for Services	:	\$95 per hour
Contract Term	:	School Year 2021-22
Start Date	:	October 13, 2021
End Date	:	June 17, 2022
Service time	:	35-40 hours per week

Ausin Texas Learning Group, LLC, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

ADDENDUM – A.4

Candidate 1	:	Susan A Mead
Services	:	Special Education Teacher (Virtual)
Rate for Services	:	\$85 per hour
Contract Term	:	School Year 2021-22
Start Date	:	October 13, 2021
End Date	:	June 17, 2022
Service time	:	35-40 hours per week

ADDENDUM – A.5

Candidate 1	:	Nicole Sulier
Services	:	Speech Therapist (Virtual)
Rate for Services	:	\$95 per hour
Contract Term	:	School Year 2021-22
Start Date	:	October 14, 2021
End Date	:	June 17, 2022
Service time	:	35-40 hours per week

ADDENDUM –A .6

Candidate 1	:	Daniela Gramada
Services	:	Para-Professional
Rate for Services	:	\$50 per hour
Contract Term	:	School Year 2021-22
Start Date	:	October 14, 2021
End Date	:	June 17, 2022
Service time	:	30-40 hours per week

Ausin Texas Learning Group, LLC, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

ADDENDUM – A.7

Candidate	:	Alexxa Valencia
Services	:	Para-Professional
Rate for Services	:	\$50 per hour
Contract Term	:	School Year 2020-21
Start Date	:	October 12, 2021
End Date	:	June 17, 2022
Service time	:	30-40 hours per week

ADDENDUM – A.8

Candidate 1	:	Christine McGovern
Services	:	Speech Therapist (Virtual)
Rate for Services	:	\$98 per hour
Contract Term	:	School Year 2020-21
Start Date	:	October 21, 2021
End Date	:	June 17, 2022
Service time	:	35-40 hours per week



UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. The Contract Initiator’s and Consultant’s signatures below signify both an understanding and acceptance of the contract provisions.

G AUTHORIZED REPRESENTATIVE:

CONSULTANT:

Signature: _____

Signature: Syed Khalil

Date Signed: _____

Date Signed: 10/19/2021

Branch / Dept.: Lisa A. Franz, Director, Purchasing

Title: President

Address (or Mail Code): 1051 So. A Street
Oxnard, CA 93030

Company Mailing Address:

ATX Learning LLC,
10821 Red Run Blvd, #407,
Owings Mills, MD 21117

Phone / Fax: 805-385-1501

Phone: 800-846-5120 x 103, Fax: (512) 212-1338

E-Mail Address: cgaribay@oxnardsd.org

E-Mail Address: info@atxlearning.com

Ausin Texas Learning Group, LLC, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: +1 (512) 593-5222

Fax: +1 (512) 212-1338

www.atxlearning.com

AUSTIN TEXAS LEARNING GROUP, LLC

ATX Learning

Our Services

ATX Learning is a therapy services company utilizing highly qualified therapists to serve schools for long and short term needs. Our therapists apply the latest strategies and techniques with a caring and enthusiastic attitude, so that each session is inspiring and productive. ATX Learning is utilizing professionals with the appropriate degree(s), certification(s), licensure, and experience to meet each school's requirements.

Benefits

- Consistent care during vacancies
- Coverage reduces pressure on staff
- Maintain required staffing ratios
- Save recruiting stress
- Reduced operational and recruitment cost
- Alternative to overtime - improve retention
- Less expensive than overtime in many cases
- Quick ramp-up of key programs
- Scheduling flexibility
- Small, medium, and large volume hiring

Expert Credentialing

ATX Learning has built its reputation on its ability to provide credentialed professionals to its clients. Our clients rely on us, not only to collect information but to verify all professional documentation.

Credentialing Process - Making the Difference

1. **Resume:** an application is completed by each candidate, with details of their past and previous experiences, expertise with elementary, middle and high school kids and key skills.
2. **Photo identification verification:** ATX Learning requires each professional to produce an photo identification (Driving License/ Passport).
3. **Professional licensure and certification:** original licenses are checked and copies are made. Appropriate issuing boards are contacted to verify the validity of the licenses and or certificates.
4. **Fingerprinting and TB test:** to start working with us, its mandatory to submit a TB test and background clearance.
5. **Professional references:** three professional references are obtained from previous or current employers.
6. **Interviews:** face-to-face/ telephonic interviews are conducted with all professionals.
7. **Special client requirements:** additional information can be secured to meet each client's specific needs. Such as physical examination, drug testing, etc

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21117

8. **Agreement:** ATX Learning requires each professional to sign an agreement, which indicates his or her understanding of the credentialing requirements.
9. **Updated information:** monthly reports are generated internally which indicate any upcoming credential expiration dates, so updated documents can proactively be secured

Rate List (2022)

These are all inclusive rates. We always prefer to work with schools to offer them cost effective solutions. School does NOT pay an additional cent for state and federal taxes, social security, worker compensation, mileage and travel time etc. Any additional expense is pre-approved by school authorities in writing. **ATX Learning offers tailor-made, flexible solution. Call us for details.**

Services	Hourly rate
1. Speech Language Pathologist	\$85-\$95 per hour
2. School Psychologist	\$85-\$95 per hour
3. Resource Specialist/ Special Ed. Teacher	\$80-\$90 per hour
4. Occupational Therapist	\$80-\$90 per hour
5. Physical Therapist	\$80-\$90 per hour
6. Social Worker	\$65-\$75 per hour
7. School Nurse	\$75-\$85 per hour
8. Management Staff	Call us for a quote

Benefits:

- ATX Learning is a cost effective option. Our hourly rate is competitive and almost similar to existing employee hourly cost with benefits.
- Provide coverage with credentialed professionals.
- Alternative to overtime, improve retention.
- Continuity of services during staffing challenges.
- Reduces stress of staff and managers during vacancies.
- Maintain required staffing ratios during staffing challenges.
- Quickly filling positions, assists in maintaining required staffing ratios.
- Coverage for existing cases during medical leave, maternity leave, vacation & turnover.
- Coverage for waiting lists or increase in census.

Fees:

CLIENT shall have no obligation to Agency hereunder except for the payment of a fee and only if CLIENT hires a referred candidate. A "Referred Candidate" is defined as a request from CLIENT to forward resumes for a specific open position, as defined by the numbered requisition designation, with those referrals being valid for 12 months from the date of receipt, or the closing date of the numbered requisition, whichever is later. CLIENT agrees to pay Agency the full fee of **\$15,000** for each candidate.

Outsource recruitment to ATX Learning and save internal staff's time!

ATX Learning, 10821 Red Run Blvd, #407, Owings Mills, MD 21117

Phone: (512) 593-5222

Fax: (512) 212-1338

www.atxlearning.com

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 03, 2021

Agenda Section: Section C: Personnel Agreement

Ratification of Agreement #21-145, California State University Northridge (Torres/Batista)

The Oxnard School District will provide student teaching experience through practice teaching to students enrolled in teacher training curricula of California State University Northridge.

Term of Agreement: July 1, 2021 through June 30, 2024

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #21-145 with California State University Northridge.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-145, California State University, Northridge \(6 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

MEMORANDUM OF UNDERSTANDING
**CALIFORNIA STATE UNIVERSITY, NORTHRIDGE
 MICHAEL D. EISNER COLLEGE OF EDUCATION**
**SECONDARY EDUCATION
 SINGLE SUBJECT UNIVERSITY INTERN PROGRAM**

This is a MEMORANDUM OF UNDERSTANDING (“MOU”) by and between **California State University, Northridge** (“University”) and **Oxnard School District**, (“LEA”), hereinafter each called the “Party” and collectively, the “Parties”.

Teaching Internship Programs are designed to help districts meet shortages of qualified teachers, and to attract persons into teaching who would not normally enroll in a traditional preparation program. Internships provide an alternative route to certification that allows candidates to obtain credentials while teaching in classrooms. This arrangement requires cooperative agreements between participating Local Education Agency (LEAs) and Institute of Higher Education (IHEs) to address the employment shortages in the specified LEA.

As the **Lead Sponsor** in the California State University, Northridge, Secondary Education Intern Program, the University will provide:

- A. A teacher education program that consists of sequenced coursework leading to a Preliminary Single Subject credential with individual Intern advisement and mentoring;
- B. Classroom support and on-site supervision by University Supervisors, either full or part-time faculty, who have the following qualifications:
 - An understanding of current knowledge in the content taught
 - An understanding of the context of public schooling
 - Ability to model best professional practices in teaching and learning, scholarship, and service
 - Knowledgeable about diverse abilities, cultural language, ethnic and gender diversity
 - A thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools
- C. Monitoring of university-provided University Supervisor and employer-provided Support Provider mentoring;
- D. Documentation of specific responsibilities of the program coordinator including contact/communication with the Support Provider throughout the 2-year program;

- E. A minimum of 6 supervisory observations in the Intern’s final semester and 4 in all other semesters;
- F. A biweekly or weekly seminar at CSUN to support Interns and address issues arising in the Interns’ classrooms;
- G. In-classroom coaching specific to the needs of English learners;
- H. For new Interns, a minimum of 120 clock hours of pre-service, foundational preparation in general pedagogy, including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and specific content regarding the teaching English Learners. New Interns may satisfy this requirement via credential coursework and/or the completion of a set of pre-service requirements.

As a **Co-sponsor** in the California State University, Northridge, Secondary Education Intern Program, the LEA will:

- A. Assign each intern a Support Provider who meets the following qualifications:
 - Holds a valid corresponding clear or life credential
 - Has 3 years of successful teaching experience
 - Has an English Learner Authorization (if responsible for providing specified English Learner support)
- B. Ensure that the Support Provider provides support to the Intern—in the form of assistance with lesson planning, teaching observations, providing feedback, offering suggestions and resources, modeling teaching practices, and informally assessing the Intern’s growth on the Teaching Performance Expectations (TPEs)—for a minimum of two (2) hours each week;
- C. Provide protected time for the Support Provider to work with the Intern within the school day in order to accomplish the expectations in B;
- D. Assign a Support Provider to Interns who have not yet earned an English Learner Authorization (ELA) to assist the Intern with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed;
- E. Attest that LEA within its jurisdiction that hosts a student teacher for CSUN meets the following criteria, as per the Preliminary Multiple Subject and Single Subject Credential Program Standards of the CA Commission on Teacher Credentialing:
 - Has a fully qualified site administrator
 - Demonstrates commitment to collaborative evidence-based practices and continuous program improvement
 - Has partnerships with appropriate other educational, social, and community entities that support teaching and learning
 - Places students with disabilities in the Least Restrictive Environment (LRE)
 - Provides robust programs and support for English learners
 - Reflects, to the extent possible, socioeconomic and cultural diversity
 - Permits video capture for candidate reflection and TPA completion

Indemnification

Each Party to this agreement agrees to indemnify and hold each of the other Parties harmless against any and all liability, claims and damages arising out of or caused by that Party's negligent or intentional acts.

Insurance

Each Party agrees to hold prior to the commencement of work a certificate of insurance stating that there is General Liability insurance presently in effect for each other with a combined single limit of not less than \$2,000,000 per occurrence, and \$4,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$2,000,000 per occurrence. Additionally, each Parties' employees, volunteers, officers, and agents of each of them, are included as additional insureds, but only insofar as the operations under this contract are concerned. Evidence of Workers' Compensation insurance coverage will also be required (where applicable).

As collaborative Parties, the University and the LEA will provide teacher education and on-the-job support and supervision to beginning teachers.

Term/Termination

This Agreement shall be effective as of 08/30/2021 and shall remain in effect through 06/30/2024. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one Party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any cohort in which termination would otherwise occur.

Independent Contractor

In performing any services herein specified, each Party shall be acting as an independent contractor to the other. Nothing contained in this MOU shall be construed to create a partnership or a joint venture between the Parties, or to authorize either Party to act as a general or special agent of the other Party in any respect, except as otherwise specifically set forth in this MOU.

Equal Employment Opportunity

It is the policy of University that, in connection with all work performed under University's MOUs, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and therefore the University agrees to comply with applicable federal and state laws. In addition, the University agrees to the like compliance for all those employed on the work.

Governing Law

The validity, interpretation and performance of this MOU shall be determined according to the laws of the State of California.

Assignment

Neither Party shall voluntarily or by operation of law, assign or otherwise transfer this MOU without the other Party's prior written consent. Any purported assignment in violation of this

paragraph shall be void.

Severability

If any provision of this Agreement is held to be unconscionable or invalid under any applicable statute or rule of law, it is deemed to that extent to be omitted. However, the balance of the Agreement shall remain in full force and effect.

Attorney Fees

In the event that any action is brought by either Party to enforce or interpret the terms of this MOU, each Party shall be responsible for their respective fees to recover its costs and reasonable attorney's fees, in addition to such other relief as the court may deem appropriate.

Captions

Captions and headings in this MOU are solely for the convenience of the Parties, are not a part of this MOU, and shall not be used to interpret or determine the validity of this MOU or any of its provisions.

Counterparts

This MOU may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

Contract Alterations

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the Parties hereto.

Waiver

A waiver of any breach of any provision of this MOU shall not be deemed a waiver of such rights, nor shall the same be deemed to be a waiver of any subsequent breach, either of the same provision or otherwise.

Nonprofit Status

No Party shall do anything that would jeopardize any other Party's federal, state, or local tax exemptions (including, without limitation, federal tax-exempt status as an organization described under Section 501(c)(3) of the Internal Revenue Code). Notwithstanding the other provisions of this MOU, if any Party is in jeopardy of the loss of any tax exemption as a result of this MOU, such Party shall have the right to terminate this MOU.

Notices

Notices required under this MOU shall be sent to the Parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

IF TO UNIVERSITY:

California State University, Northridge
Director, CSUN Purchasing & Contract Administration
18111 Nordhoff Street, UN 180
Northridge, CA 91330
(818) 677-2301
(818) 677-6544 (fax)

IF TO OXNARD SCHOOL DISTRICT:

Oxnard School District
Lisa Franz, Director of Purchasing
1051 S. A Street, Oxnard CA 93030
805-385-1501
805-385-1507 (fax)

No Incentive Benefits

Both Parties certify that each has not given any incentive benefit directly or indirectly (monetary or in kind) to any employee of either Party, for the purpose of obtaining, or in connection with, this or any other agreement.

No Third Party Beneficiaries

Nothing in this Agreement shall be construed to create a legal right in any third party to enforce its terms or to subject either Party to liability for any failure to comply with its terms.

Force Majeure

Neither Party shall be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including but not limited to fire, strike, war, riots, acts of any civil or military authority, acts of God, judicial action, unavailability or shortages of labor, materials or equipment, impaction or enrollment restrictions ordered by the California State University, or failure or delay in delivery by suppliers or delays in transportation.

Conflict of Interest

Except as set forth herein, both Parties certify that no officer, employee, student or agent of either Party has been employed, retained, or paid a fee, or has otherwise received or will receive during the term of this Agreement any personal compensation or consideration by or from either Party or any of Parties' directors, officers, employees, or agents in connection with the obtaining, arranging, or negotiating of this Agreement without advance, written notification to either Party.

Entire Agreement

This MOU is the entire Agreement between the Parties. No other agreements, oral or written, have been entered into with respect to the subject matter of the MOU.

Execution

By signing below, each of the following Parties indicate agreement to the stipulations in this MOU, verifies that interns do not displace certificated employees in participating districts, and that the

Parties have authority to execute this MOU and to bind the Party on whose behalf their signature is made.

California State University, Northridge

Name: Deborah Flugum, Director, Purchasing & Contract Adm.

Date

Signature: Deborah Flugum

10/11/2021

Oxnard School District

Name: Lisa A. Franz, Director, Purchasing

Date

Signature: _____

Name: N/A

Date

Signature: N/A

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)
6/22/2021

PRODUCER

Alliant Insurance Services, Inc.
100 Pine Street, 11th Floor
San Francisco CA 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE 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 MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

NAMED COVERED PARTY

CSU, Northridge
18111 Nordhoff Street
Northridge CA 91330-8355

PROGRAM AFFORDING COVERAGE

A: CSURMA

B:

C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CSURMA-LIAB-2122	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$ Excluded
	<input checked="" type="checkbox"/> Contractual Liab				PERSONAL & ADV INJURY	\$ 2,000,000
	<input checked="" type="checkbox"/> SIR \$750,000				GENERAL AGGREGATE	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS-COMP/OP AGG	\$ 4,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS					
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS						
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	CSURMA-WC-2122	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. EACH ACCIDENT	\$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Note: Workers' Compensation Coverage is provided as evidence only.
Evidence of Coverage only.

CERTIFICATE HOLDER

CSU Northridge
18111 Nordhoff Street
Northridge CA 91330-8231

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: November 03, 2021

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #21-146 - Action Preparedness Training (Torres/Magana)

Glenda C. Mahon of Action Preparedness Training provided CPR training and First Aid training to Campus Assistants on August 13, 2021.

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

FISCAL IMPACT:

The cost is \$55 per person, total amount not to exceed \$3,905.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Risk Manager, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #21-146 with Action Preparedness Training.

ADDITIONAL MATERIALS:

- Attached:** [Agreement #21-146, Action Preparedness Training \(13 Pages\)](#)
- [Invoice \(1 Page\)](#)
- [Certificate of Insurance \(3 Pages\)](#)

OXNARD SCHOOL DISTRICT
Agreement #21-146

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 3rd day of November 2021 by and between the Oxnard School District (“District”) and Action Preparedness Training (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2021** through **August 13, 2021** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Three Thousand Nine Hundred Five Dollars and Zero Cents (\$3,905.00), unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a “designated employee”.

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Norma Magana
Phone: (805) 385.1501 x2443
Fax: (805) 240.5963

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

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** **NORMA MAGANA** shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

ACTION PREPAREDNESS TRAINING:

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #21-146

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-146

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

***SEE ATTACHED PROPOSAL**

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related
 Project #21-146

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-146

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$3,905.00 (\$55.00 per OSD staff member)

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$3,905.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-146

INSURANCE

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

~~(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination

II. **Other Provisions.** Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #21-146

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 #21-146

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-146

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **ACTION PREPAREDNESS TRAINING**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Action Preparedness Training

Confidence through training

951 Woodland Avenue

Ojai, Ca 93023

Phone (805) 340-6333

INVOICE

INVOICE #2108

DATE: AUGUST 28, 2021

TO:

Oxnard School District

Campus Assistants

Aug 13, 2021

FOR:

CPR/AED/First Aid Training

8/13/2021

DESCRIPTION	AMOUNT
CPR/AED/First Aid Training for Campus Assistants 71 Students @ \$55 per person	\$3905.00
TOTAL	\$3905.00

Make all checks payable to Action Preparedness Training

Payment is due within 30 days.

If you have any questions concerning this invoice, contact Glenda Mahon (805) 340-6333 ojaicpr@aol.com

Thank you for your business!



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

04/23/20

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

Dear Glenda C Mahon:

Enclosed is the replacement certificate of insurance that you requested.

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

Sincerely,

Customer Service

Enclosure

Dedicated To Serving The Insurance Needs of Healthcare Providers

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

Q032



Certificate of Insurance
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 4/23/2020

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

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0270279679	From: 04/23/20 to 04/23/21 at 12:01 AM Standard Time
Named Insured and Address:				Program Administered by:
Glenda C Mahon 951 Woodland Ave Ojai, CA 93023-4156				Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-800-982-9491 www.hpsso.com
Medical Specialty:			Code:	Insurance Provided by:
Basic/Intermediate EMT			80723	American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
Excludes Cosmetic Procedures				

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

Your professional liability limits shown above include the following:

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

Coverage Extensions

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

General Liability

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

Total \$ 313.00

Base Premium \$313.00
Medical Speciality is amended to include Consulting Services (GSL-5587)
Premium reflects Self Employed , Full Time

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

Chairman of the Board

Secretary

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

Coverage Change Date:

CNA93692 (11-2018)

Endorsement Date:

Master Policy: 188711433

POLICY FORMS & ENDORSEMENTS

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

COMMON POLICY FORMS & ENDORSEMENTS

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

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

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

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

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

For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form #:CNA93692 (11-2018)

Named Insured: Glenda C Mahon

Master Policy #: 188711433

Policy #: 0270279679

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: November 03, 2021

Agenda Section: Section C: Personnel Agreement

Ratification of Agreement #21-147 – University of Phoenix (Torres/Batista)

The Oxnard School District will provide student teaching experience through practice teaching to students enrolled in teacher training curricula of the University of Phoenix.

Term of Agreement: October 5, 2021 through June 30, 2024

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #21-147 with the University of Phoenix.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-147, University of Phoenix \(8 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)



University of Phoenix
4035 S. Riverpoint Parkway
Phoenix, AZ 85040

**UNIVERSITY OF PHOENIX
SCHOOL AFFILIATION AGREEMENT
California**

This Affiliation Agreement made and entered into this 5th day of October 2021, by and between The University of Phoenix, Inc., an Arizona for-profit corporation, hereinafter referred to as the “UNIVERSITY” and Oxnard School District, an entity domiciled in the State of California, hereinafter referred to as the “SCHOOL.”

I. PURPOSE

The purpose of this Agreement is to provide education experiences for selected UNIVERSITY students, hereinafter “STUDENTS”, which take place at the SCHOOL and in which the SCHOOL will participate.

II. OBLIGATIONS OF THE UNIVERSITY

1. The UNIVERSITY will offer educational programs accredited by appropriate organizations; and will determine standards of education, hours of instruction, learning experiences, administration, matriculation, promotion, and graduation.
2. The UNIVERSITY will keep all records and reports on STUDENT experiences in accordance with UNIVERSITY policy and regulatory requirements.
3. The UNIVERSITY will plan with the SCHOOL, in advance, its schedule of STUDENT assignments to the designated areas, including dates and numbers of STUDENTS.
4. The UNIVERSITY agrees to inform STUDENTS that STUDENTS shall be responsible for following the rules and regulations of the SCHOOL, including recognition of the confidential nature of information regarding pupils and their records.
5. The UNIVERSITY will provide to the SCHOOL a copy of course objectives for the learning experience. The SCHOOL, together with the UNIVERSITY, will make arrangements for evaluating the learning experience.
6. The UNIVERSITY will assign a faculty supervisor who will collaborate with the SCHOOL’S mentoring teacher. For purposes of this Agreement, the term “mentoring teacher” shall be defined as the district educator who has been assigned to supervise the STUDENT.
7. STUDENTS shall not be considered as employees or agents of the UNIVERSITY.
8. To help defray costs associated with the placement of STUDENTS at the SCHOOL, the UNIVERSITY shall pay compensation in accordance with Exhibit A, attached hereto and incorporated herein, upon completion of STUDENT’S assignment at the SCHOOL, or at such other time as the parties agree.

III. OBLIGATIONS OF THE SCHOOL

1. The SCHOOL shall maintain sole responsibility for the instruction, education and welfare of its pupils. SCHOOL shall be responsible for providing adequate staffing necessary to maintain the highest level of quality education for its pupils.
2. The SCHOOL agrees that STUDENTS assigned to it for counseling, administration, teaching, and/or observation experiences are under the supervision, control, and responsibility of the SCHOOL.
3. The SCHOOL shall retain the right, in its sole discretion, to request the removal of any individual from any area of the SCHOOL premises. STUDENTS shall be instructed by the UNIVERSITY to promptly and without protest leave an area whenever they are requested to do so by an authorized SCHOOL representative.
4. The SCHOOL shall provide qualified mentoring teachers for STUDENTS. Mentoring teachers will be resource persons for STUDENTS and UNIVERSITY faculty while at the SCHOOL. Mentoring teachers selected by SCHOOL will: a) assist in orienting STUDENTS to the SCHOOL, the classroom, and the pupils; b) explain all SCHOOL and district policies, rules, and regulations to STUDENTS; c) provide prompt and substantive feedback to STUDENTS regarding all performance activities and interactions with SCHOOL personnel, pupils, and parents; d) complete evaluations of STUDENTS' progress and submit them to the University faculty supervisor, after reviewing them with the applicable STUDENT; e) immediately inform the University faculty supervisor of any concerns regarding a STUDENT; f) establish a time to meet and discuss with STUDENTS their activities, impressions, reflections, and suggestions for goals and areas of improvement; g) (For student teaching) supervise STUDENTS on a daily basis - if the mentoring teacher is absent from the classroom for any reason, a certified substitute must be assigned to the classroom. Student teachers holding a 30 day sub permit are allowed to sub in their assigned classroom or other school site classrooms with the approval of university personnel.
5. The SCHOOL shall provide to UNIVERSITY and STUDENTS the policies and procedures and other relevant materials to allow STUDENTS to function appropriately within the SCHOOL.
6. STUDENTS assigned to the SCHOOL shall follow the SCHOOL'S protocols for health and safety. The SCHOOL will provide necessary emergency medical services to STUDENTS.
7. The SCHOOL shall permit STUDENTS access to the library facilities/curriculum laboratories available to their personnel. STUDENTS may not remove materials from the SCHOOL without appropriate approval.
8. The SCHOOL shall keep confidential and shall not disclose to any person or entity (a) STUDENT applications; (b) STUDENT health records or reports; and/or (c) any STUDENT records as defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, concerning any STUDENT participating in the education experiences provided by SCHOOL, unless such disclosure is authorized by the STUDENT or is ordered by a court of competent jurisdiction. SCHOOL shall adopt and enforce policies and procedures necessary to protect the confidentiality of STUDENT records as defined herein.
9. STUDENTS shall not be considered employees or agents of the SCHOOL with the exception of STUDENTS who are current teachers of record and are approved by the UNIVERSITY and SCHOOL to complete their teaching internship (clinical practice) in their own classroom.

IV. INDEMNIFICATION

1. Each party (the "Indemnifying Party") shall indemnify, hold harmless, and, at the request of the other party, defend the other party (the "Indemnified Party") from and against any and all claims, losses, liabilities, costs, and expenses including reasonable attorney's fees, established by judgment or alternative resolution award, arising from (a) any material breach of any provision of this Agreement or (b) the negligence or willful misconduct in the performance of obligations hereunder by the Indemnifying Party or any employee, agent, or other representative of the Indemnifying Party.
2. UNIVERSITY and SCHOOL shall provide prompt notification to one another and, to the extent allowed by law, shall reasonably cooperate with one another in the defense of, any lawsuits, claims, or threatened claims that pertain to services provided pursuant to this Agreement.

V. INSURANCE

1. UNIVERSITY and SCHOOL each shall maintain, as a minimum, Commercial General Liability Insurance written on an occurrence basis with insurance companies acceptable to the other party for limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, as assurance of its accountability for any such losses, claims, liabilities, or expenses.
2. Upon written request, a party shall provide the other party with a certificate evidencing such insurance coverage.
3. Insurance required by UNIVERSITY to be maintained hereunder may be provided under: (a) an individual policy; (b) a blanket policy or policies which may include other liabilities, properties and locations of UNIVERSITY or its affiliates; (c) a plan of self-insurance, provided that UNIVERSITY or any guarantor of UNIVERSITY'S obligations under this Agreement maintains, during the period of such self-insurance, a net worth of at least Fifty Million Dollars (\$50,000,000); or (d) a combination of any of the foregoing insurance programs.

VI. REPRESENTATIONS AND WARRANTIES

1. Each party to this Agreement represents and warrants that (i) it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated hereby applicable to it; and (ii) it has taken all action necessary to authorize the execution, delivery and performance of this Agreement, and this Agreement has been duly executed and delivered to such party.

VII. GENERAL PROVISIONS

1. Neither the SCHOOL nor the UNIVERSITY will discriminate against any person because of race, color, religion, sex, or national origin, nor discriminate against any STUDENT or student applicant with a disability pursuant to law as set forth in the Americans with Disabilities Act.
2. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the UNIVERSITY and the SCHOOL and their employees, STUDENTS, or agents, but rather is an Agreement by and among two independent contractors. Each STUDENT is placed with

the SCHOOL in order to receive educational experience as part of the academic curriculum; duties performed by a STUDENT are not performed as an employee of the SCHOOL but rather in fulfillment of the academic requirements of the educational experience and are performed under direct supervision by SCHOOL personnel. To the extent allowed under state law, neither the SCHOOL nor the UNIVERSITY is required to provide workers' compensation coverage for the STUDENTS participating in the educational experience. UNIVERSITY acknowledges that nothing in this Agreement shall be construed to confer any right upon the UNIVERSITY or UNIVERSITY personnel to participate in, control, or direct operations at the SCHOOL.

3. The SCHOOL shall timely notify the UNIVERSITY when any UNIVERSITY employee or STUDENT has been involved in a reported incident and the UNIVERSITY shall have the opportunity to participate in any on-going investigation and shall have access to any oral or written reports and any other documentation related to the reported incident.
4. The SCHOOL and its employees shall not be entitled to compensation from the UNIVERSITY for services or actions of benefit to the UNIVERSITY which are part of or related to the educational program, however, as a professional courtesy, the mentoring teacher may be entitled to payment of the reasonable and customary honorarium or, alternatively, may at some campuses have the opportunity to enroll in a UNIVERSITY course upon completion of the supervisory assignment.
5. This Agreement constitutes the entire agreement as to the rights and obligations of the parties hereto and supersedes all prior and contemporaneous agreements and undertaking of the parties pertaining to the referenced subject matter.
6. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the UNIVERSITY and the SCHOOL. Further, this Agreement may not be assigned by either party without prior written approval of the other party.
7. No waiver or breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing signed by the party waiving the breach.
8. In the event that any provision of this Agreement shall be held void, voidable, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
9. This Agreement is not intended to create any rights or interests for any other person or entity other than the SCHOOL or the UNIVERSITY.
10. This Agreement will be governed by the laws of the State of California and shall in all respects be interpreted, enforced, and governed by California laws.
11. The SCHOOL and the UNIVERSITY may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement may be executed by facsimile or PDF. Said facsimile or PDF shall be deemed an original and fully enforceable and admissible in any legal proceeding. Delivery of an executed counterpart signature page by facsimile or PDF is as effective as executing and delivering this Agreement in the presence of the other party to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other party(ies). In proving this Agreement, the SCHOOL or the UNIVERSITY must produce or account only for the executed counterpart of the party to be charged.

Notwithstanding the foregoing, the SCHOOL and the UNIVERSITY may consent to electronic signatures for the purpose of executing this Agreement by email or other electronic means, subject to compliance with any applicable laws, rules or regulations. Any such documents that are delivered electronically and accepted are deemed to be “in writing” to the same extent and with the same effect as if the Agreement had been signed manually. In no event will electronic execution expand such assent to include any terms other than those explicitly set for in this Agreement.

12. Criterion for the Selection of District-Employed Supervisors (DES)
The matching of student and district-employed supervisor (DES) must be a collaborative process between the SCHOOL AND UNIVERSITY.

The criterion for the selection of the DES is listed below:

1. DES holds a CLEAR Credential in the content area for which they are providing supervision
2. DES holds a minimum of five or more years of content area K-12 teaching experience.
3. DES must have demonstrated exemplary teaching practices, including excellence in: classroom management; student engagement; lesson planning, delivery, differentiation, and assessment; and mentorship of teachers and teacher candidates.
4. DES must be willing to model effective instructional practices and to guide, nurture, and provide daily feedback to our candidate
5. DES must allow the teacher candidate to complete state-mandated 4 weeks of solo teaching, and TPA assessment requirements, including video recording of students.

DES must complete the California Commission on Teacher Credentialing state required eight (8) hour training if they have not already met this requirement.

VIII. DISPUTE RESOLUTION

1. In the event a controversy, claim or dispute (“Dispute”) arising out of or relating to this Agreement arises between the Parties, either Party may request by notice to the other Party that the dispute be escalated to the Parties’ respective senior management personnel. Upon request, each Party’s respective senior management personnel will conference by telephone or in person with the other Party’s senior management personnel within a reasonable period of time not to exceed fifteen (15) calendar days of such notice to determine if the dispute may be resolved. If such senior management personnel are unable to resolve the dispute within thirty (30) calendar days of such meeting, either Party may resort to alternate dispute resolution such as mediation or otherwise seek recourse from the courts. Either Party may seek injunctive or other urgent equitable relief at any time.

IX. TERM AND NOTICE

1. This Agreement shall become effective on **October 5, 2021**, and shall remain in effect until **June 30, 2024** or until terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. Notwithstanding any such termination, all STUDENTS already enrolled in and participating in education experiences at SCHOOL at the time of the notice of termination shall be given a period of time not to exceed six (6) months from the date of the notice of termination during which to complete their education experiences at SCHOOL.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2021

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

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

PRODUCER HAUSER 5905 E. Galbraith Rd, Ste 9000 Cincinnati OH 45236	CONTACT NAME: Amy Wood	
	PHONE (A/C. No. Ext): 513-936-7340	FAX (A/C. No):
E-MAIL ADDRESS: awood@thehausergroup.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Everest National Insurance Co		10120
INSURER B : Lexington Insurance Company		19437
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 1574170612 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> (SAM) Sex Abuse & Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			RM8GL00001-211	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 SAM LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			RM8CA00003-211	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XC3EX00183211	9/1/2021	9/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RM8WC00004-211 RM8WCD00005-211 RM8WC00047-211	9/1/2021 9/1/2021 9/1/2021	9/1/2022 9/1/2022 9/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Employers Liab E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Health Care Professional Liab			6798371 6798372	9/1/2021 9/1/2021	9/1/2022 9/1/2022	Healthcare Prof Limit \$5,000,000 Per Occurrence/Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is additional insured only as their interest appears to the General Liability, Automobile Liability subject to a signed written contract, policy terms, conditions, & exclusions. Primary and Non Contributory and Waiver of Subrogation applies subject to a signed written contract, policy terms, conditions, and exclusions.
 Students and Interns are included in the Health Care Professional Liability Policy.

CERTIFICATE HOLDER Oxnard School District 1051 S. A Street Oxnard CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: November 03, 2021

Agenda Section: Section E: Approval of Minutes

Approval of Minutes (Aguilera-Fort)

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

- July 22, 2020 Special Meeting
- August 5, 2020 Regular Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

- Attached:** [Minutes July 22 2020 Special Board Meeting \(4 pages\)](#)
[Minutes August 5 2020 Regular Board Meeting \(15 pages\)](#)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Ms. Monica Madrigal Lopez, President
Mrs. Debra M. Cordes, Clerk
Mr. Denis O’Leary, Member
Mrs. Veronica Robles-Solis, Member
Ms. Jarely Lopez, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.

District Superintendent

Janet Penanhoat

Interim Assistant Superintendent,
Business & Fiscal Services

Dr. Edd Bond

Interim Assistant Superintendent,
Human Resources

Dr. Anabolena DeGenna

Assistant Superintendent,
Educational Services

MINUTES

SPECIAL BOARD MEETING

Wednesday, July 22, 2020

6:00 p.m.

Closed Session Only

SPECIAL (VIRTUAL) MEETING – ONLINE ONLY DUE TO COVID-19 SHELTER IN PLACE ORDER – VIA ZOOM

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

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (6:00 PM)

President Madrigal Lopez called the meeting to order at 6:04 p.m.

Present: Trustees Monica Madrigal Lopez, Debra Cordes, Denis O’Leary, Veronica Robles-Solis and Jarely Lopez. Also in attendance were Superintendent Karling Aguilera-Fort, Interim Assistant Superintendent Janet Penanhoat, Interim Assistant Superintendent Edd Bond, Assistant Superintendent Anabolena DeGenna, and Senior Executive Assistant Lydia Garcia.

A.2. Pledge of Allegiance to the Flag

Dr. Aguilera-Fort, Superintendent, led the audience in the Pledge of Allegiance.

A.3. District’s Vision and Mission Statement

President Madrigal Lopez read the district's Mission and Vision Statement in English and Spanish.

A.4. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion to adopt the agenda as presented.

Mover: Debra Cordes

Secunder: Denis O’Leary

Moved To: Approve

Ayes: 5 - Debra Cordes, Denis O’Leary, Jarely Lopez, Monica Madrigal Lopez, Veronica Robles-Solis

Motion Result: Passed

A.5. Closed Session - Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.6. Closed Session

The Board convened to Closed Session at 6:08 p.m. to consider the following items:

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

- Public Employee Evaluation
 - Superintendent

A.7. Reconvene to Open Session (8:00 PM)

The Board reconvened to Open Session at 9:30 p.m.

A.8. Report Out of Closed Session

There were no items to report out of Closed Session.

Section G: CONCLUSION

G.1. ADJOURNMENT

President Madrigal Lopez adjourned the meeting at 9:31 p.m.

Motion: Motion to adjourn.

Mover: Debra Cordes

Secunder: Veronica Robles-Solis

Moved To: Adjourn

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

Absent: Denis O'Leary

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and

Secretary to the Board of Trustees

By our signature below, given on this 3rd day of November, 2021, the Board of Trustees of the Oxnard School District approves the Minutes of the Special Board Meeting of July 22, 2020, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Ms. Monica Madrigal Lopez, President
Mrs. Debra M. Cordes, Clerk
Mr. Denis O’Leary, Member
Mrs. Veronica Robles-Solis, Member
Ms. Jarely Lopez, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.
District Superintendent
Ms. Janet Penanhoat
Interim Assistant Superintendent,
Business & Fiscal Services
Dr. Edd Bond
Interim Assistant Superintendent,
Human Resources
Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services

MINUTES

REGULAR BOARD MEETING

Wednesday, August 5, 2020

5:00 p.m. - Study Session
Closed Session to Follow
7:00 PM - Regular Board Meeting

REGULAR (VIRTUAL) MEETING - ONLINE ONLY DUE TO COVID-19 SHELTER IN PLACE ORDER – VIA ZOOM

***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.

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

Section A: PRELIMINARY

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

President Madrigal Lopez called the meeting to order at 5:02 p.m.

Present: Trustees Monica Madrigal Lopez, Debra Cordes, Denis O’Leary, Veronica Robles-Solis and Jarely Lopez. Also in attendance were Superintendent Karling Aguilera-Fort, Interim Assistant Superintendent Janet Penanhoat, Interim Assistant Superintendent Edd Bond, Assistant Superintendent Anabolena DeGenna, and Administrative Assistant Monica Noriega.

A.2. Pledge of Allegiance to the Flag

Dr. Aguilera-Fort, Superintendent, led the audience in the Pledge of Allegiance.

A.3. District’s Vision and Mission Statement

President Madrigal Lopez read the Mission and Vision Statement in English and Spanish.

A.4. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion to adopt the agenda as presented.

Mover: Debra Cordes

Seconder: Veronica Robles-Solis

Moved To: Adopt

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

Nays: 1 - Denis O’Leary

Motion Result: Passed

A.5. Study Session - 2020-21 Budget Revision (Penanhoat/Crandall Plasencia)

Ms. Janet Penanhoat, Interim Assistant Superintendent, Business & Fiscal Services, and Mrs. Mary Crandall Plasencia, Director of Finance, presented the 2020-2021 Budget Revision for the Board's review. Changes included expenditure restoration of \$6.6 Million, LCFF revenue decrease of \$3.8 Million, Learning Loss Mitigation Federal funds estimated increase of \$1.5 Million, Lottery funding rates decrease in the amount of \$102,122, and estimated Learning Loss one-time State funds in the amount of \$1.3 Million. A total of \$10,210,407 in COVID-19 Relief Funding is available to Oxnard School District.

A.6. Closed Session - Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.7. Closed Session

The Board convened to Closed Session at 6:21 p.m. to consider the following items:

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

1. Pursuant to Section 54956.9 of Government Code:
 Conference with Legal Counsel - Anticipated Litigation: 1 case
 Conference with Legal Counsel - Existing Litigation: 1 case
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - OAH Case No. 2020-02-1006

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

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel
 matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment/Recommendation:
 - Assistant Superintendent, Human Resources
 - Assistant Principal, K-8

 - Public Employee(s) Evaluation
 - Superintendent

A.8. Reconvene to Open Session (7:00 PM)

The Board reconvened to Open Session at 7:19 p.m.

A.9. Report Out of Closed Session

President Madrigal Lopez reported that the Board would be returning to Closed Session at the end of the meeting.

Section B: PUBLIC COMMENT/HEARINGS

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

- Jabbar Wofford – the time to use the Reserve is now.

Section C: CONSENT AGENDA

The Consent Agenda was adopted as presented.

Motion #20-05 Adoption of Consent Agenda as Presented

Mover: Veronica Robles-Solis

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

Seconder: Debra Cordes

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Debra Cordes, Denis O'Leary, Jarely Lopez, Monica Madrigal Lopez

Motion Result: Passed

C.1. Acceptance of Gifts (Dr. Aguilera-Fort)

As presented.

C.2. Interfund Transfer - 2020/2021 FY (Penanhoat/Crandall Plasencia)

As presented.

C.3. Certification of Signatures (Penanhoat)

As presented.

C.4. Approval and Adoption of the June 2020 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Aguilera-Fort/Penanhoat/CFW)

As presented.

C.5. Approval of the 2019-20 Quarterly Report on Williams Uniform Complaints, Fourth Quarter (Bond)

As presented.

C.6. Approval to Set Date for Public Hearing re: Sunshine of the Oxnard Educators Association (“OEA”) and the Oxnard School District’s (District) Initial Proposals for 2020-2021 Negotiations, Pursuant to Government Code Section 3547 (Bond)

As presented.

C.7. Approval to Set Date for Notice of Public Hearing re: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District’s (District) Initial Proposals for 2020-2021 Negotiations, Pursuant to Government Code Section 3547 (Bond)

As presented.

C.8. Personnel Actions (Bond/Carrillo)

As presented.

C.9. Establish/Abolish/Increase/Reduce Hours of Position (Carrillo)

As presented.

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

Section C: APPROVAL OF AGREEMENTS

C.10. Ratification of Resolution #20-06 - California Department of Education - Child Development Division Contract #CSPP-0674 (DeGenna/Valdes)

As presented.

C.11. Approval of Agreement #20-03 - Art Trek Inc. (DeGenna/Shea)

To provide lessons, materials, coaching, and activities for students participating in the ASES program during the 2020-21 school year, in the amount not to exceed \$25,000.00, to be paid from the Unrestricted General Fund.

C.12. Approval of Agreement/MOU #20-13 - Ventura County Office of Education - Math Program (DeGenna/Shea)

To provide professional development to the Oxnard Scholars after school program staff that will assist the Oxnard Scholars lead staff and Manager Special Programs in supporting the Oxnard Scholars staff with the implementation of Common Core State Standards, in the amount not to exceed \$21,800.00, to be paid from ASES Grant Funds.

C.13. Approval of Agreement #20-34 - Action Preparedness Training (DeGenna/Ridge)

To provide CPR training and First Aid training to teachers and support staff as needed for the 2020-2021 school year, in the amount not to exceed \$4,500.00, to be paid from the General Fund.

C.14. Approval of Agreement #20-39 - FoodCorps Inc. (Penanhoat/Lugotoff)

For a new service member who will work at designated school service sites to implement District-designated healthy school culture initiatives, in the amount not to exceed \$7,500.00, to be paid with CNS Funds.

C.15. Approval of Agreement #20-40 - Insight Neuropsychology (DeGenna/Edwards)

To provide Independent Education Evaluator Services to the Special Education Services Department during the 2020-2021 academic year to complete psychoeducational evaluations, in the amount not to exceed \$30,000.00, to be paid with Special Education Funds.

C.16. Approval of Agreement #20-42 - County of Ventura (DeGenna/Ridge)

For social workers that will provide programs that are preventative in nature and help support parents on issues relating to attendance and behavior, in the amount not to exceed \$119,396.00, to be paid out of MAA Funds.

C.17. Approval of Agreement #20-43 - The Bodine Group (Bond)

To provide Interest Based Negotiations Training to OSD Administrators and CSEA & OSSA bargaining team members, in the amount not to exceed \$6,000.00, including reimbursement of actual expenses, to be paid from Certificated Personnel Negotiations Funds.

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

C.18. Approval of Contractor Contingency Allocation No. 014 to the McKinna Elementary School Reconstruct Project for an Increase of Cost for the Work Associated with the Project (Penanhoat/Miller/CFW)

With Bernards related to the McKinna Elementary School Reconstruction Project; CCA No. 014 will be a CREDIT to the Contractor Contingency line item of CSA #17-41 in the amount of \$3,153.00. This allocation will not increase the Project's overall budget. After Board approval of CCA No. 014 the remaining balance of the Contractor Contingency will be \$49,137.26.

C.19. Approval of Contractor Contingency Allocation No. 015 to the McKinna Elementary School Reconstruct Project for an Increase of Cost for the Work Associated with the Project (Penanhoat/Miller/CFW)

With Bernards related to the McKinna Elementary School Reconstruction Project; CCA No. 015 will be a COST to the Contractor Contingency line item of CSA #17-41 in the amount of \$16,921.00. This allocation will not increase the Project's overall budget. After Board approval of CCA No. 015 the remaining balance of Contractor Contingency will be \$32,216.26.

Section C: RATIFICATION OF AGREEMENTS

C.20. Ratification of Amendment #4 to Agreement #18-175 - City Impact Inc. (DeGenna/Edwards)

To provide individual and/or group therapy services, clinical supervision, Social and Emotional Testing and Assessment Reporting services to the Special Education Services Department, in the amount of \$90,000.00, to be paid from Special Education Funds.

C.21. Ratification of Amendment #2 to Agreement #19-38 - Alternative Behavior Strategies, LLC (DeGenna/Edwards)

To provide consultant services to the special education services department during the 2019-20 academic school year, in the amount not to exceed \$421,765.50, to be paid out of Special Education Funds.

C.22. Ratification of Amendment #2 to Agreement #19-141 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Edwards)

For Special Circumstances Paraeducator Services (SCP's), in the amount of \$4,654.65, to be paid out of Special Education Funds.

C.23. Ratification of Amendment #3 to Agreement #19-149 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Edwards)

For Special Circumstances Paraeducator Services (SCP's), in the amount of \$8,215.35, to be paid out of Special Education Funds.

- C.24. Ratification of Amendment #2 to Agreement #19-154 - Autism Learning Partners LLC (DeGenna/Edwards)**
To provide 1:1 Behavior Support Services to students, parents, and staff during the 2019-2020 academic year, in the amount not to exceed \$50,000.00, to be paid out of Special Education Funds.
- C.25. Ratification of Amendment #1 to Agreement #19-163 with Ventura County Office of Education (DeGenna/Valdes)**
To increase the funding the district receives for participating in QRIS by \$8,400.00.
- C.26. Ratification of Amendment #1 to Agreement #19-177 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Edwards)**
For Special Circumstances Paraeducator Services (SCP's), in the amount of \$11,583.00, to be paid out of Special Education Funds.
- C.27. Ratification of Amendment #1 to Agreement #19-206 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Edwards)**
For Special Circumstances Paraeducator Services (SCP's), in the amount of \$1,544.40, to be paid out of Special Education Funds.
- C.28. Ratification of Agreement #19-215 - Devereaux Texas Treatment Network (DeGenna/Edwards)**
For Non Public School (NPS) services during the 2019-2020 school year, in the amount of \$55,405.22 to be paid from Special Education Funds.
- C.29. Ratification of Agreement #20-11 - Foundation for California Community Colleges (DeGenna/Shea)**
To provide professional development for the After School Program staff in the Oxnard School District during the 2020-21 school year, in the amount of \$22,500.00, to be paid with ASES funds.
- C.30. Ratification of Agreement/MOU #20-14 - kid-grit, LLC (DeGenna/Shea)**
To train After School Program staff in the development of social and emotional skills for children, in the amount of \$6,600.00, to be paid out of ASES funds.
- C.31. Ratification of Agreement/MOU #20-15 - Hip Hop Mindset (DeGenna/Shea)**
To provide hip hop dance lessons to students in the Oxnard School District, in the amount of \$60,000.00, to be paid out of ASES Grant Funds.
- C.32. Ratification of Agreement #20-36 - California Department of Education - Child Development Division Contract #CSPP-0674 (DeGenna/Valdes)**
To formalize services to be provided in accordance with Funding Terms and Conditions of the

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

California State Preschool Contract #CSPP-0674, in the amount of \$2,064,039.00 in funding to the Oxnard School District to operate the State Preschool Program.

C.33. Ratification of Agreement/MOU #20-37 - Continuing Development Inc. - Harrington NFL Preschool (DeGenna/Valdes)

To operate a Preschool Program at the Harrington Early Childhood Development Center during fiscal year 2020-2021; \$40,752.00 to be paid to Oxnard School District by Continuing Development Inc.

C.34. Ratification of Agreement #20-38 - PRIDE Learning Co. (DeGenna/Edwards)

To provide reading, writing, and comprehension support to students selected or assigned by the Special Education Services Department, in the amount of \$174,000.00, to be paid out of Special Education Funds.

C.35. Ratification of Agreement/MOU #20-41 with Interface Children and Family Services for Facilities Use at Harrington Early Childhood Development Center (DeGenna/Valdes)

For the use of office space at Harrington Early Childhood Development Center July 1, 2020 to June 30, 2021, in the amount of \$7,200.00 per year to be paid to Oxnard School District by Interface.

C.36. Ratification of Agreement #20-44 - Sunrise Physical Therapy Services Inc. (Bond/Magana)

For ergonomic job site evaluations and training, follow-up visits, or group training sessions as requested during the 2020-2021 fiscal year, in the amount not to exceed \$28,500.00 to be paid from Ergonomic Funds.

C.37. Ratification of Agreement #20-48 with Child Development Resources of Ventura County, Inc. - Ground Lease for Jeff Davis Head Start (DeGenna/Valdes)

To renew the Ground Lease terms for the Jeff Davis Head Start Program at Lopez Academy for the period of July 1, 2020 to June 30, 2023 , in the amount of \$1,000.00 per year paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

C.38. Ratification of Agreement #20-49 with Child Development Resources of Ventura County, Inc. - Ground Lease for Marina West Head Start (DeGenna/Valdes)

To renew the Ground Lease terms for the Head Start Program at Marina West for the period of July 1, 2020 to June 30, 2023, in the amount of \$337.00 per year paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

C.39. Ratification of Agreement/MOU #20-50 with Child Development Resources of Ventura County, Inc. for Use of Facilities at Marina West (DeGenna/Valdes)

To provide Head Start services at Marina West School for the period of July 1, 2020 to June 30, 2023, in the amount of \$2,880.00 per year paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

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

C.40. Ratification of Agreement/MOU #20-51 with Child Development Resources of Ventura County, Inc. for Use of Facilities at Sierra Linda (DeGenna/Valdes)

To provide Head Start services at Sierra Linda School for the period of July 1, 2020 to June 30, 2023, in the amount of \$5,760.00 per year paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

C.41. Ratification of Change Order No. 005 to Construction Services Agreement #17-41, with Bernards for the McKinna ES Reconstruct Project (Penanhoat/Miller/CFW)

In the amount of \$23,328.00 to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

C.42. Ratification of Change Order No. 006 to Construction Services Agreement # 17-41, with Bernards for the McKinna ES Reconstruct Project (Penanhoat/Miller/CFW)

In the amount of \$19,178.00 to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board-approved Master Agreement #17-41.

C.43. Ratification of Change Order No. 007 to Construction Services Agreement # 17-41, with Bernards for the McKinna ES Reconstruct Project (Penanhoat/Miller/CFW)

In the amount of \$35,129.00 to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

C.44. Ratification of Change Order No. 008 to Construction Services Agreement #17-41, with Bernards for the McKinna ES Reconstruct Project (Penanhoat/Miller/CFW)

In the credit amount of \$6,609.00 to be returned to the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

C.45. Ratification of Change Order No. 009 to Construction Services Agreement # 17-41, with Bernards for the McKinna ES Reconstruct Project (Penanhoat/Miller/CFW)

In the amount of \$19,291.00 to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to Bernards under Board approved Master Agreement #17-41.

C.46. Ratification of Change Order #001 to Agreement #19-209 with Falcon Roofing Company for Roofing Project 2020 (Penanhoat/Miller)

In the amount of \$41,007.00, to be paid out of Deferred Maintenance Funds.

Section D: ACTION ITEMS

D.1. Reimbursement for Teacher Substitute at Rio School District (Penanhoat)

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

After discussion, the Board did not take action and the item failed for lack of a motion.

D.2. Approval of Proposed Signage for Dr. Manuel M. Lopez Academy of Arts & Sciences (Aguilera-Fort)

Superintendent Aguilera presented the proposed signage for Lopez Academy. The Board approved said signage as presented.

Motion #20-06 Approval of Signage for Lopez Academy

Mover: Debra Cordes

Secunder: Denis O'Leary

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Debra Cordes, Denis O'Leary, Jarely Lopez, Monica Madrigal Lopez

Motion Result: Passed

D.3. Approval of Credit for Prior Management Experience for Danielle Edwards, Director of Special Education (Aguilera-Fort)

Superintendent Aguilera-Fort explained that this request was for Ms. Danielle Edwards to start at Level 3 of the salary schedule to acknowledge her previous years of administrative experience.

Motion #20-07 Approval of Credit for Prior Management Experience for Danielle Edwards, Director of Special Education

Mover: Debra Cordes

Secunder: Denis O'Leary

Moved To: Approve

Ayes: 3 - Debra Cordes, Denis O'Leary, Jarely Lopez

Nays: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

D.4. Approval of Single Subject Provisional Internship Permit (PIP) in Music for 2020-2021 for Cecilia Arredondo (Bond)

Dr. Edd Bond, Interim Assistant Superintendent, Human Resources & Support Services, explained that this was for Ms. Arredondo to continue working towards her credential. Many credential programs were delayed during the pandemic.

Motion #20-08 Approval of Single Subject Provisional Internship Permit in Music for 2020-2021 for Cecilia Arredondo

Mover: Veronica Robles-Solis

Secunder: Jarely Lopez

Moved To: Approve

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

Ayes: 5 - Veronica Robles-Solis, Debra Cordes, Denis O'Leary, Jarely Lopez, Monica Madrigal Lopez
Motion Result: Passed

D.5. Approval of a Variable Term Service Waiver in Special Education: Visual Impairments (VI) for 2020-21 for Jessica Kaplan (Bond)

Dr. Edd Bond, Interim Assistant Superintendent, Human Resources & Support Services, explained that this was for Ms. Kaplan to continue working towards her credential. Many credential programs were delayed during the pandemic.

Motion #20-09 Approval of Variable Term Service Waiver in Special Education: Vision Impairments (VI) for 2020-21 for Jessica Kaplan

Mover: Debra Cordes

Seconder: Denis O'Leary

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Debra Cordes, Denis O'Leary, Jarely Lopez, Monica Madrigal Lopez

Motion Result: Passed

D.6. Approval of a Variable Term Service Waiver in Speech Language Pathology for 2020-21 for Stephanie Kam (Bond)

Dr. Edd Bond, Interim Assistant Superintendent, Human Resources & Support Services, explained that this was for Ms. Pham to continue working towards her credential. Many credential programs were delayed during the pandemic.

Motion #20-10 Approval of Variable Term Service Waiver in Speech Language Pathology for 2020-21 for Stephanie Kam

Mover: Debra Cordes

Seconder: Denis O'Leary

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Debra Cordes, Denis O'Leary, Jarely Lopez, Monica Madrigal Lopez

Motion Result: Passed

D.7. Approval of the Oxnard School District and Oxnard Educators Association (“OEA”) 2019-2020 Collective Bargaining Agreement (Bond)

Dr. Edd Bond, Interim Assistant Superintendent, Human Resources & Support Services, presented the Oxnard School District and Oxnard Educators Association 2019-2020 Collective Bargaining Agreement that was approved by OEA membership in June 2020.

Motion #20-11 Approval of Oxnard School District and Oxnard Educators Association (“OEA”) 2019-2020 Collective Bargaining Agreement

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

Mover: Denis O'Leary

Seconder: Veronica Robles-Solis

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Debra Cordes, Denis O'Leary, Jarely Lopez, Monica Madrigal Lopez

Motion Result: Passed

Section F: BOARD POLICIES

F.1. First Reading of BP 5116.2 Involuntary Student Transfers & BP/AR 6164.6 Identification and Education Under Section 504 (DeGenna)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented BP 5116.2 Involuntary Student Transfers & BP/AP 6164.6 Identification and Education Under Section 504. These policies will be presented for Second Reading and Adoption at the August 19, 2020 Board meeting.

Section G: CONCLUSION

G.1. Superintendent's Announcements (3 minutes)

Dr. Aguilera-Fort

- Superintendent's Fellows
- Distance Learning
- Technology Support
- Communication
- Beginning of the School Year
- Leadership Institute 2020-2021
- Food Distribution
- Thank you to all staff

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

Jarely Lopez

- Exciting seeing changes happening and starting school year on positive note
- Support one another and be inclusive
- Condolences to those affected by explosion in Beirut

Veronica Robles-Solis

- Thanked Superintendent for information on Distance Learning
- Virtual orientation for parents via webinars
- VCOE and VCSBA School Board candidate academy September 12

Denis O'Leary

- Thanked everyone involved in supporting students
- Proposed free community-wide wi-fi for education and social services
- Wishing everyone a great new school year
- Contact the people on the screen - they are here to serve

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

Debra Cordes

- Thanked everyone that has been working over the summer

Monica Madrigal Lopez

- Welcome to the 2020-2021 school year
- Thanked teachers and everyone that has collaborated
- Remember to practice self-care - seek support and reach out

Reconvene to Closed Session

The Board reconvened to Closed Session at 8:20 p.m.

Reconvene to Open Session

The Board reconvened to Open Session at 11:09 p.m.

Report Out of Closed Session

President Madrigal Lopez reported on the following actions taken in Closed Session:

Motion #20-12 Approval of Settlement Agreement #2020021006

Mover: Debra Cordes

Second: Veronica Robles-Solis

Moved To: Approve

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

Absent: 1 - Denis O'Leary

Motion Result: Passed

Motion #20-13 Appointment of Victor Torres as Assistant Superintendent, Human Resources

Mover: Denis O'Leary

Second: Debra Cordes

Moved To: Appoint

Ayes: 4 - Debra Cordes, Denis O'Leary, Jarely Lopez, Monica Madrigal Lopez

Nays: 1 - Veronica Robles-Solis

Motion Result: Passed

Motion #20-14 Appointment of Katherine Muthukaruppan as Assistant Principal, K-8

Mover: Veronica Robles-Solis

Second: Debra Cordes

Moved To: Appoint

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

Absent: 1 - Denis O'Leary

Motion Result:

G.3. ADJOURNMENT

President Madrigal Lopez adjourned the meeting at 11:10 p.m.

Mover: Debra Cordes

Second: Veronica Robles-Solis

Moved To: Adjourn

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

Absent: 1 - Denis O'Leary

Motion Result:

Karling Aguilera-Fort, Ed.D.

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 3rd day of November, 2021, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of August 5, 2020, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 03, 2021

Agenda Section: Section F: Board Policies, First Reading

First Reading Revision of Board Policy BP 3516.5 Emergency Schedules. (DeGenna/Nocero)

Board Policy BP 3516.5 Emergency Schedules have been updated based on the recommendations by CSBA (California School Board Association). The added language is indicated by bold font, deleted language is indicated by strikethrough and highlighted. The Board Policies will be presented for a second reading and adoption at the November 17, 2021 Board Meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and Director of Pupil Services that the Board of Trustees receive the revision of Board Policies BP 3516.5 as the First Reading as outlined above

ADDITIONAL MATERIALS:

Attached: [BP 3516.5 Emergency Schedules \(2 Pages\).pdf](#)

Board Policy

Business and Noninstructional Operations

BP 3516.5(a)

EMERGENCY SCHEDULES

In order to provide for the safety of students and staff, the Governing Board authorizes the Superintendent or designee to close a school site, change the regular school day schedule, or take any necessary action when hazardous environmental or weather conditions or other emergencies warrant.

(cf. 0450 - Comprehensive Safety Plan)

(cf. 4157/4257/4357 - Employee Safety)

(cf. 5142 - Safety)

(cf. 6112 - School Day)

~~When an emergency condition causes a school closure, reduction in attendance, or change in schedule pursuant thereby preventing the district from complying with the minimum number of instructional days or minutes required by law, the Superintendent or designee shall complete and submit to~~

Pursuant to Education Code 41422 or 46392, **a district may apply** to the Superintendent of Public Instruction (SPI) **to obtain apportionment credit for days and minutes lost due to emergency closure and material decreases in attendance due to emergency events such as a fire, flood, impassable roads, epidemic, earthquake, imminence of a major safety hazard, strike involving transportation services to students provided by a non-school entity, or other “extraordinary condition” so that it may receive full average daily attendance apportionment.** ~~the necessary forms for obtaining approval of the days of the closure, reduction in attendance, or change in schedule.~~ The Superintendent or designee shall submit other relevant district records as may be required.

(cf. 3580 - District Records)

(cf. 6111 - School Calendar)

For school closures due to emergency events occurring after September 1, 2021, the Superintendent or designee shall develop a plan for offering independent study within 10 days of school closure to any student impacted by the emergency condition. The plan shall also address the establishment, within a reasonable time, of independent study master agreements as specified in BP 6158 - Independent Study. The plan shall require reopening in person as soon as possible once allowable under the direction from the city or county health officer. The Superintendent or designee shall certify that the district has a plan for independent study in the affidavit submitted to the SPI pursuant to Education Code 46392. (Education Code 46393)

(cf. 6158 - Independent Study)

BP 3516.5(b)

EMERGENCY SCHEDULES (continued)

The Superintendent or designee shall establish a system for informing students and parents/guardians when school buses are not operating as scheduled, the school day schedule is changed, or the school is closed. The district's notification system shall include, but is not limited to, notifying local television and radio stations, posting on district web site(s), sending email and text messages, and/or making telephone calls.

(cf. 1112 - Media Relations)
(cf. 1113 - District and School Web Sites)
(cf. 3542 - School Bus Drivers)
(cf. 3543 - Transportation Safety and Emergencies)

Whenever the school day schedule changes after students have arrived at school, the Superintendent or designee shall ensure that students are supervised in accordance with the procedures specified in the district's emergency and disaster preparedness plan.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The Superintendent or designee may provide a means to make up lost instructional time later during the year. Students and parents/guardians shall receive timely **advanced** notice **in advance** of any resulting changes in the school calendar or school day schedule.

Legal Reference:

EDUCATION CODE

41420 Required length of school term
41422 Schools not maintained for 175 days
46010 Total days of attendance
46100-~~46192~~ **46208** Attendance; maximum credit; minimum day
46390 Calculation of ADA in emergency
46391 Lost or destroyed ADA records
46392 Decreased attendance in emergency situation
46393 Certification of plan for independent study

VEHICLE CODE

34501.6 School buses; reduced visibility

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE

90-01 Average Daily Attendance Credit During Periods of Emergency, February 10, 2005

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Frequently Asked Questions - Form J-13A

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 03, 2021

Agenda Section: Section F: Board Policies, First Reading

First Reading Revision of Board Policy BP 6120 Response to Instruction and Intervention (DeGenna/Nocero)

Board Policies BP 6120 Response to Instruction and Intervention, have been updated based on the recommendations by CSBA (California School Board Association). The added language is indicated by bold font, deleted language is indicated by strikethrough and highlighted. The Board Policies will be presented for a second reading and adoption at the November 17, 2021 Board Meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and Director of Pupil Services that the Board of Trustees receive the Revision of Board Policies BP 6120, as the First Reading as outlined above

ADDITIONAL MATERIALS:

Attached: [BP 6120 Response to Inst-Int \(4 Pages\).pdf](#)

Board Policy

Instruction

BP 6120(a)

RESPONSE TO INSTRUCTION AND INTERVENTION K - 8

The Board of Trustees desires to **improve learning and behavioral outcomes for all students by providing** ~~provide~~ a high-quality, data-driven educational program **that** ~~to~~ meets the learning and behavioral needs of each student and ~~to help~~ reduces disparities in achievement among subgroups of students. Students who are not making academic progress pursuant to district measures of performance **and/or are struggling behaviorally** shall receive intensive instruction and intervention supports designed to meet ~~their~~ individual learning needs **according to the Academic Program Survey issued by the California Department of Education for elementary and middle schools, , with progress monitored.**

BP 6120(b)

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0415 - Equity)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 6000 - Concepts and Roles)

(cf. 6011 - Academic Standards)

The Superintendent or designee shall convene a team **of that may include, as appropriate, staff with knowledge of curriculum and instruction, student services, special education, and instructional and behavioral support,** certificated personnel, other district staff, and parents/guardians ~~as appropriate,~~ to assist in designing the district's Response to Instruction and Intervention (RtI²) system, based on an examination of indicators of district and schoolwide student achievement **and social-emotional well-being.**

(cf. 0500 - Accountability)

~~*(cf. 0520.1 - High Priority Schools Grant Program)*~~

~~*(cf. 0520.2 - Title I Program Improvement Schools)*~~

~~*(cf. 0520.2 - Title I Program Improvement Districts)*~~

(cf. 4115 - Evaluation/Supervision)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 5147 - Dropout Prevention)

~~*(cf. 5149 - At Risk Students)*~~

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Learners)

(cf. 6179 - Supplemental Instruction)

The district's RtI² system shall include instructional strategies and interventions with demonstrated effectiveness and ~~shall~~ be aligned with the district curriculum and assessments. **The Superintendent or designee may conduct ongoing screening to determine student needs, analyze data, identify interventions for students not making adequate academic**

progress, monitor the effectiveness of the interventions, and adjust interventions according to efficacy.

(cf. 6141 - Curriculum Development and Evaluation)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 ~~6142.93~~ - Mathematics Instruction)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. ~~6162.52~~ - High School Exit Examination)

(cf. 6190 - Evaluation of the Instructional Program)

The district's RtI² system shall include research-based, standards-based, culturally relevant instruction for students in the general education program; universal screening and continuous classroom monitoring to determine students' needs and to identify those students who are not making progress; criteria for determining the types and levels of interventions to be provided; and subsequent monitoring of student progress to determine the effectiveness of the intervention and to make changes as needed.

Additionally, the districts RtI² system shall provide for:

1. High-quality classroom instruction

2. High expectations

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

3. Assessments and data collection

4. Problem-solving systems approach

5. Research-based interventions

6. Positive behavioral support

7. Fidelity of program implementation

8. Staff development and collaboration, which may include training in the use of assessments, data analysis, research-based instructional practices and strategies and emphasize a collaborative approach of professional learning communities among teachers within and across grade spans

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

9. Parent/guardian and family involvement, including collaboration and engagement

The Superintendent or designee Staff shall ensure that parents/guardians are involved at all stages of the instructional, and intervention, and progress monitoring process. Parents/guardians shall be kept informed of their child's progress and provided information regarding the services that have and will be provided, the strategies being used to increase the student's rate of learning, the supports provided to improve behavioral difficulties, and information about the performance data that has and will be collected.

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

10. Consideration of further evaluation utilizing RtI² data

~~When data from the RtI² system indicate that a student may have a specific learning disability, the~~ **The RtI² system may be utilized as one component when considering student may be referred the referral of a student** for evaluation for special education or other services

(cf. 6159 - Individualized Education Program)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.5 - Student Success Teams)

(cf. 6164.6 - Identification and ~~Education Evaluation~~ Under Section 504)

~~The district shall provide staff development to teachers regarding the use of assessments, data analysis, and research-based instructional practices and strategies. In addition, the district's RtI² system shall emphasize a collaborative approach of professional learning communities among teachers within and across grade spans.~~

(cf. 4131 - Staff Development)

(cf. 4331 - Staff Development)

~~Staff shall ensure that parents/guardians are involved at all stages of the instructional and intervention process. Parents/guardians shall be kept informed of their child's progress and provided information regarding the services that will be provided, the strategies being used to increase the student's rate of learning, and information about the performance data that will be collected.~~

(cf. 5020 - Parent Rights and Responsibilities)

(cf. 6020 - Parent Involvement)

Legal Reference:

EDUCATION CODE

56329 *Assessment, written notice to parent*

56333-56338 *Eligibility for specific learning disabilities*

56500-56509 *Procedural safeguards*

UNITED STATES CODE, TITLE 20

1400-1482 *Individuals with Disabilities Education Act, especially:*

1416 Monitoring, technical assistance, and enforcement

CODE OF FEDERAL REGULATIONS, TITLE 34

300.301-300.11 Evaluations, reevaluations, and additional procedures for identifying children with specific learning disabilities

300.307 Specific learning disabilities

300.309 Determining the existence of specific learning disabilities

300.311 Specific documentation for eligibility determination

COURT DECISIONS

M.M. v. Lafayette School District (9th Cir. 2014) 767 F.3d 842

Management Resources:

CSBA PUBLICATIONS

Best Practices in Special Education, Governance Brief, May 2019

CALIFORNIA DEPARTMENT OF EDUCATION CORRESPONDENCE

Response to Instruction and Intervention, 2008

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Disproportionality Calculation Methodologies

NATIONAL COUNCIL ON DISABILITY PUBLICATIONS

IDEA Series: Every Student Succeeds Act and Students with Disabilities, February 2018

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021

A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

National Center for Learning Disabilities RTI Action Network: <http://www.rtinetwork.org>

National Council on Disability: <https://ncd.gov>

U.S. Department of Education: <http://www.ed.gov>

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 03, 2021

Agenda Section: Section F: Board Policies, First Reading

First Reading Revision of Board Policies BP and AR 6164.41 Children with Disabilities Enrolled by their Parents in Private School. (DeGenna/Thomas)

The BP and AR 6164.41 (Children with Disabilities Enrolled by their Parents in Private School) has been revised to match the recommendation of CSBA. The only changes are some wording and some references to education Code and the Code of Federal Regulations (CFR). The bulk of the current policy remains the same. Changes and additions are highlighted, bold. This BP and AR outline the rights of families of students, who reside in our attendance area but attend private schools, to special education services and support from our school district. These Board Policies will be presented for a second reading and adoption at the November 17, 2021 Board Meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and Director of School Performance & Student Outcomes that the Board of Trustees review Board Policies BP and AR 6164.41 for the First Reading as outlined above.

ADDITIONAL MATERIALS:

Attached: [AR 6164.41 Children w-Disabilities Enrolled by Their Parents in Private Sch. \(4 Pages\).pdf](#)
[BP 6164.41 Children w-Disabilities Enrolled by Their Parents in Private Sch \(2 Pages\).pdf](#)

Board Policy

Instruction

AR 6164.41(a)

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL

Definitions

Parentally-placed private school children with disabilities means children with disabilities who are voluntarily enrolled by their parents/guardians in a private school or facility within district boundaries, including children who are attending a private school or facility within district boundaries but who reside in another district or state. (34 CFR **300.130**, 300.131)

Private school or facility means a private full-time day school, including a religious school, located within district boundaries, that has filed an affidavit with the California Department of Education pursuant to Education Code 33190 and is registered in the California Private School Directory.

Consultation with Private School Representatives

The Superintendent or designee shall consult with all private school representatives and representatives of parents/guardians of parentally-placed private school children with disabilities during the design and development of equitable services for the children. In order to ensure a meaningful and timely consultation, the consultation shall include: (Education Code 56301; 20 USC 1412(a)**(10)(A)(iii)**; 34 CFR 300.134)

1. The child find process and how parentally-placed private school children suspected of having a disability can participate equitably
2. **The manner in which** parents/guardians, teachers, and private school officials will be informed of the child find process
3. The determination of the proportionate share of federal funds available to serve parentally-placed private school children with disabilities and how this share is calculated
4. How the consultation process **among district staff, private school officials, and representatives of parents of parentally-placed private school children with disabilities** will operate throughout the school year to ensure that identified children can meaningfully participate in equitable services

AR 6164.41(b)

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL (continued)

5. **The provision of equitable special education and related services including** how, when, and by whom such services will be provided including a discussion about the types of services, alternate service delivery mechanisms, how services will be apportioned if funds are insufficient to serve all of the identified children, and how and when those decisions will be made
6. In the event that the district and private school disagree on the provision of or the types of services, how the district will provide the private school officials with a written explanation of the reasons that the district chose to not provide the services

When meaningful and timely consultation has occurred, the district shall obtain a written affirmation signed by the representatives of participating private schools. If the private school representatives do not provide the affirmation within a reasonable period of time, the district shall forward documentation of the consultation process to the California Department of Education. (Education Code 56172; **20 USC 1412**; 34 CFR 300.135)

After the consultation has occurred, the district shall ensure an annual count of the number of parentally-placed children with disabilities attending private schools located within the district. This count shall be conducted between October 1 and December 1 each year and shall be used to determine the amount the district must spend on providing equitable services to the children in the subsequent fiscal year. (34 CFR 300.133)

AR 6164.41(c)

Provision of Services

A child with a disability parentally-placed in a private school has no individual right to receive some or all of the special education and related services **that would have been received** if enrolled in public school. Such a child may receive a different amount of services than students with disabilities in public schools. (34 CFR 300.137, 300.138)

The district shall evaluate all identified parentally-placed private school children with disabilities for purposes of considering them for equitable services. This evaluation shall be conducted in accordance with the timelines and procedures for evaluating public school students with disabilities pursuant to 34 CFR 300.300-300.311 **and as specified in BP/AR 6164.4 - Identification and Evaluation of Individuals for Special Education, including obtaining parent/guardian consent and** providing the parent/guardian with a copy of the procedural safeguards notice. (34 CFR 300.131, 300.504)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

AR 6164.41(d)

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL (continued)

If the child resides in the district and is eligible for an individualized education program (IEP), the district shall make a free appropriate public education (FAPE) available to the child. However, the district is not required to develop an IEP if the parent/guardian makes clear the intention to keep the child enrolled in private school. In such situations, the district shall obtain written certification confirming the parent/guardian's intention to keep the child enrolled in private school, including the fact that the parent/guardian is not interested in the development of an IEP or the district's offer of FAPE. If the parent/guardian does not provide confirmation in writing, the district shall obtain oral confirmation of the parent/guardian's intention and confirm the conversation in writing.

If the child resides in a different district, then this district and the district of residence shall work together to ensure that the parent/guardian receives an offer of FAPE in accordance with law.

The district shall develop and implement **for each identified child with a disability enrolled by their parents/guardians in a private school within the district's boundaries** an individual services plan (ISP) that describes the equitable services that the district will provide, as determined by the district after the consultation process with private school representatives. (34 CFR 300.138)

The ISP shall be developed, reviewed, and revised consistent **with 20 USC 1414**. A representative of the private school shall be invited to attend each ISP team meeting. If the representative cannot attend the meeting, the district shall use other methods to ensure the representative's participation, including individual or conference calls. (34 CFR 300.137, 300.138)

(cf. 6159 - Individualized Education Program)

The district may provide services on the private school premises, including a religious school, to the extent consistent with law. The services shall be provided by personnel meeting the same standards as personnel providing services in the public school except **that private elementary school and secondary school teachers who are providing equitable services to parentally-placed private school children with disabilities do not have to meet the special education teacher qualification requirements specified in 34 CFR 300.156**. The personnel shall either be district employees or contractors of the district. (34 CFR 300.138, 300.139)

The district shall offer transportation to the child if services are provided on a site other than the child's school and the ISP team determines that transportation is necessary for the child to benefit from or participate in the services provided in the ISP. Depending on the timing of the services, the district shall provide transportation from the child's school or home to the service site and from the service site to the child's school or home. (34 CFR 300.139)

AR 6164.41(e)

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL (continued)

The district may place equipment and supplies in a private school for the period of time necessary to provide the services pursuant to the ISP. All such equipment shall remain the property of the district and must be able to be removed without **remodeling or** causing damage to the private school. The district shall remove the equipment when no longer required by the child, when the child no longer attends the private school, or when removal is necessary to prevent unauthorized use. (34 CFR 300.144)

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Board Policy

Instruction

BP 6164.41(a)

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL

The Governing Board recognizes its obligations under state and federal **law** to **locate**, identify, **evaluate**, and provide equitable services to children voluntarily enrolled by their parents/guardians in private schools located within the district.

(cf. 0430 - Comprehensive Local Plan for Special Education)

The Superintendent or designee shall ensure that activities to locate, identify, and evaluate children with disabilities enrolled by their parents/guardians in private schools within the district are comparable to activities undertaken for individuals with disabilities aged three to 22 in public schools within the district. (Education Code 56171; 34 CFR 300.131)

BP 6164.41(b)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

The Superintendent or designee shall develop a budget for the provision of services to children with disabilities enrolled by their parents/**guardians** in private school based on the proportionate share of federal funds received and the number of eligible children, including the possibility of mid-year enrollees, and the types of services to be provided.

Legal Reference:

EDUCATION CODE

56000 Education for individuals with exceptional needs

56020-56035 Definitions

56170-56177 Children in private schools

56195.8 Adoption of policies for programs and services

56300-56385 Identification and referral, assessment

56500-56509 Procedural safeguards, including due process rights

56600-56606 Evaluation, audits and information

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

1400-1482 Individuals with Disabilities Education Act, especially:

1412 State eligibility

UNITED STATES CODE, TITLE 29

794 Section 504 of the Rehabilitation Act

BP 6164.41(b)

CHILDREN WITH DISABILITIES ENROLLED BY THEIR PARENTS IN PRIVATE SCHOOL (continued)

CODE OF FEDERAL REGULATIONS, TITLE 34

300.1-300.818 Assistance to states for the education of students with disabilities, especially:
300.130-300.140 Children with disabilities enrolled by their parents in private schools

FEDERAL REGISTER

Rules and Regulations, August 14, 2006, Vol. 71, Number 156, pages 46539-46845

COURT DECISIONS

Agostini v. Felton (1997) 521 U.S. 203

BP 6164.41(c)

Management Resources:

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

Questions and Answers on Serving Children with Disabilities Placed by Their Parents in Private Schools, April 2011

Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021

Long COVID under Section 504 and the IDEA: A Resource to Support Children, Students, Educators, Schools, Service Providers, and Families, July 2021

A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011

WEB SITES

California Department of Education, Special Education: <http://www.cde.ca.gov/sp/se>

U.S. Department of Education, Office of Special Education and Rehabilitative Services:
<http://www.ed.gov/about/offices/list/osers>

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 03, 2021

Agenda Section: Section F: Board Policies, First Reading

First Reading Revision of Board Policy AR/BP 6164.5 Student Success Teams (DeGenna/Nocero)

Board Policies AR/BP 6164.5 Student Success Teams, have been updated based on the recommendations by CSBA (California School Board Association). The added language is indicated by bold font, deleted language is indicated by strikethrough and highlighted. The Board Policies will be presented for a second reading and adoption at the November 17, 2021 Board Meeting.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services and Director of Pupil Services that the Board of Trustees receive the Revision of Board Policies AR 6164.5, BP 6164.5, as the First Reading as outlined above

ADDITIONAL MATERIALS:

Attached: [BP 6164.5 Student Success Team \(3 Pages\).pdf](#)
[AR 6164.5 Student Success Team \(3 Pages\).pdf](#)

Board Policy

Instruction

BP 6164.5(a)

STUDENT SUCCESS TEAMS

The Board of Trustees encourages the collaboration of parents/guardians, **certificated and classified staff—teachers, resource personnel,** administrators, **and/or the students, as appropriate,** in evaluating the strengths and needs of students having academic, attendance, **social, emotional,** or behavioral difficulties and in identifying strategies and programs that may assist **such the students in maximizing their potential.** The Superintendent or designee shall establish student success teams **(SST)** as needed to address individual students' needs.

(cf. 5113.1 - Chronic Absence and Truancy)

(cf. 5147 - Dropout Prevention)

(cf. 5159 - At Risk Students)

(cf. 6159 - Individualized Education Program)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education under Section 504)

The Superintendent or designee shall establish **and maintain** a process for initiating **the referrals of students to the SST's student success team, which may include referral by district staff, parents/guardians, and/or agency representatives.** The Superintendent or designee may also establish and maintain a process for responding to SST referrals, which may include a determination by the district as to whether an SST shall be convened for an **individual student.**

Each SST may collect and analyze relevant student data, as appropriate. The SST may also review the student's educational history, work samples, strengths and areas for growth, and identify available resources and strategies.

(cf. 5022 - Student and Family Privacy Rights)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5125 - Student Records)

(cf. 5141.6 - School Health Services)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6164.2 - Guidance/Counseling Services)

Each **SST student success team** shall develop **a plan to support the student which incorporates** intervention strategies **to assist the student.** Such strategies may include changes in program placement or instructional methods, recommendation of supplemental educational services, parent involvement strategies, **social, emotional and/or** behavioral interventions, discipline, referrals to other agencies or resources, and/or other appropriate interventions.

(cf. 1020 - Youth Services)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 5141.3 - Health Examinations)

(cf. 5141.5 - Mental Health)

(cf. 5141.6 - School Health Services)

(cf. 5144 - Discipline)

(cf. 5146 - Married/Pregnant/Parenting Students)
(cf. 6020 - Parent Involvement)
(cf. 6120 - Response to Instruction and Intervention)
(cf. 6158 - Independent Study)
~~(cf. 6159 - Individualized Education Program)~~
(cf. 6159.4 - Behavioral Interventions for Special Education Students)
~~(cf. 6164.2 - Guidance/Counseling Services)~~
(cf. 6171 - Title I Programs)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6173.2 - Education of Children of Military Families)
(cf. 6174 - Education for English Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6176 - Weekend/Saturday Classes)
(cf. 6177 - Summer **School** Learning Programs)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - **Work-Based Learning** ~~Work Experience Education~~)
(cf. 6179 - Supplemental Instruction)
(cf. 6181 - Alternative Schools/Programs of Choice)
(cf. 6183 - Home and Hospital Instruction)
(cf. 6184 - Continuation Education)
(cf. 6185 - Community Day School)

The **SST student success team** shall monitor the student's progress, evaluate the extent to which the recommended strategies have been implemented, **make adjustments to the plan**, and develop additional interventions as needed.

The SST process shall not delay or deny a referral for evaluation for eligibility for special education, as may be required under state or federal law.

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

The Superintendent or designee may integrate SSTs into the district's multi-tiered system of support, including identification of students who need additional support, the level(s) of support, appropriate interventions, monitoring of progress, and whether the goal of intervention has been met.

(cf. 0460 - Local Control and Accountability Plan)

To strengthen the effectiveness of SSTs, the Superintendent or designee may provide staff development in the identification of students who may need additional support, implementation of measurable and targeted interventions, and monitoring of progress and goal attainment.

(cf. 4131 - Staff Development)

(cf. 4231 - Staff Development)

Legal Reference:

EDUCATION CODE

8800-8807 Healthy Start support services for children

41505-41508 Pupil Retention Block Grant

48260-48273 Truancy
48400-48454 Continuation education
49600-49604 Educational counseling
51745-51749.651749.3 Independent study programs
52060-52077 Local control and accountability plan
~~52200-52212 Gifted and talented student programs~~
54400-54425 Programs for disadvantaged children
54440-54445 Migrant children
56300-56305 Identification and referral
WELFARE AND INSTITUTIONS CODE
4343-4352.5 Primary interventions program, mental health
18986.40-18986.46 Interagency children's services

Management Resources:

CSBA PUBLICATIONS

Best Practices in Special Education, Governance Brief, May 2019

CDE PUBLICATIONS

~~SB 65 School Based Pupil Motivation and Maintenance Program Guidelines (2000-01 Edition), 2000~~

~~Student Success Teams: Supporting Teachers in General Education, 1997~~

CALIFORNIA DROPOUT PREVENTION NETWORK PUBLICATIONS

~~SST: Student Success Teams, 2000~~

U.S DEPARTMENT OF EDUCATION PUBLICATIONS

Return to School Roadmap: Child Find Under Part B of the Individuals with Disabilities Education Act, August 2021

A Response to Intervention (RTI) Process Cannot Be Used to Delay-Deny an Evaluation for Eligibility under the Individuals with Disabilities Education Act (IDEA): Memorandum 11-07, January 2011

WEB SITES

California Department of Education, **multi-tiered systems of support: <http://www.cde.ca.gov/ci/cr/ri>**
~~<http://www.cde.ca.gov/spbranch/ssp>~~

~~California Dropout Prevention Network: <http://www.edualliance.org/edpn>~~

National Dropout Prevention Center: <http://www.dropoutprevention.org>

U.S Department of Education, Office of Special Education Programs:

<https://www2.ed.gov/about/offices/list/osers/osep>

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Administrative Regulation

Instruction

AR 6164.5(a)

STUDENT SUCCESS TEAMS

Team Membership

Members of individual student success teams **(SST)** may include:

1. The principal or designee
2. One or more of the student's classroom teachers or former teachers
3. The student's parents/guardians
4. The student if appropriate

5. School Counselor(s)

- 65.** Resource personnel or specialists, such as a school **counselor**, psychologist, nurse, outreach consultant, special education resource person, **person**, ~~person~~, department chairperson, speech and language specialist, reading specialist, social worker, probation officer, community resource representative, mental health worker, **and/or** other person**(s)** relevant to the student's situation, **as determined by the district**

The makeup of each individual SST is at the district's discretion, and may not include participation from individuals in each of the categories listed above.

Team Responsibilities

The principal or designee shall:

1. Schedule meetings and establish meeting procedures
2. Contact parents/guardians and other team members regarding team meetings

AR 6164.5(b)

STUDENT SUCCESS TEAMS (continued)

3. Consult with appropriate school **staff, including teachers and/** or district resource personnel
4. Arrange for observation of the student **in the problem situation as needed**

5. Collect any additional background information necessary to inform team members about the student's strengths and needs, **such as relevant student data, educational history, and work samples, as appropriate**

(cf. 5022 - Student and Family Privacy Rights)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5125 - Student Records)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

6. Help the student and parents/guardians prepare for the meeting

7. Facilitate the team meetings

8. Develop a plan to support the student which incorporates intervention strategies

(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5141.5 - Mental Health)

(cf. 5141.52 - Suicide Prevention)

(cf. 5141.6 - School Health Services)

(cf. 5144 - Discipline)

(cf. 6141.4 - International Baccalaureate Program)

(cf. 6141.5 - Advanced Placement)

(cf. 6152 - Class Assignment)

(cf. 6152.1 - Placement in Mathematics Courses)

(cf. 6158 - Independent Study)

(cf. 6159.4 - Behavioral Interventions for Special Education Students)

(cf. 6164.2 - Guidance/Counseling Services)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6164.6 - Identification and Education under Section 504)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6172.1 - Concurrent Enrollment in College Classes)

(cf. 6176 - Weekend/Saturday Classes)

(cf. 6177 - Summer Learning Programs)

(cf. 6178 - Career Technical Education)

(cf. 6178.1 - Work-Based Learning)

(cf. 6179 - Supplemental Instruction)

(cf. 6181 - Alternative Schools/Programs of Choice)

(cf. 6183 - Home and Hospital Instruction)

(cf. 6184 - Continuation Education)

(cf. 6185 - Community Day School)

AR 6164.5(c)

STUDENT SUCCESS TEAMS (continued)

98. Ensure that the student's progress is monitored, ~~and~~ that follow-up meetings are regularly scheduled, **and that adjustments are made to the plan and related interventions as necessary**

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OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: November 03, 2021

Agenda Section: Section F: Board Policies, First Reading

First Reading – Revisions to E 9270 – Conflict of Interest (Quinto)

Revisions the district's Conflict of Interest Code, E 9270 were made to designated positions due to new positions titles created and the elimination of a position title. These changes will be forwarded to the County Clerk of the Board's office after the revised policy is adopted at second reading.

Changes are **highlighted**, with new language appearing in **bold** font and deleted language appearing as ~~strikethrough~~ font. Language that is **highlighted** but does not have **bold** or ~~strikethrough~~ font was already in the policy but has been moved to a different part of the document.

FISCAL IMPACT:

None.

RECOMMENDATION:

None at this time. E 9270 will be presented for second reading and adoption at the November 17, 2021 Board meeting.

ADDITIONAL MATERIALS:

Attached: [E 9270 \(3 pages\)](#)

CONFLICT OF INTEREST

**Conflict of Interest Code of the
Oxnard School District**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Board of Trustees members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the enclosed Appendix. Persons holding positions designated in the Appendix shall file Form 700 Statements of Economic Interests with the filing officer specified for that position in said Appendix. The respective filing officer shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

1. **Category 1:** A person designated Category 1 shall disclose:
 - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. **Category 2:** A person designated Category 2 shall disclose:
 - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
 - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

CONFLICT OF INTEREST (continued)

3. **Full Disclosure:** Because it has been determined that the district's Board members and Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

Designated Positions

<u>Designated Position</u>	<u>Disclosure Category</u>	<u>Filing Officer *</u>
Board of Trustees Members	3	COB
Personnel Commission Members	1	OSD
District Superintendent	3	OSD
Deputy/Assistant Superintendent	1	OSD
Director, Pupil Services	2	OSD
Director, Curriculum, Instruction and Accountability School Performance and Student Outcomes	2	OSD
Director, Dual Language Programs Teaching and Learning	2	OSD
Director, Special Education	2	OSD
Principals	2	OSD
Chief Information Officer	2	OSD
Director, Facilities	2	OSD
Director, Classified Human Resources	2	OSD
Director, Certificated Human Resources	2	OSD
Director, Child Nutrition Services	2	OSD
Director, Early Childhood Education Programs	2	OSD
Director, Purchasing	2	OSD
Director, Finance	2	OSD
Director, Transportation	2	OSD
Director, Enrichment and Specialized Programs	2	OSD
Director, Network Operations	2	OSD
Consultants	2	OSD

*COB = County Clerk of the Board; OSD = Oxnard School District

CONFLICT OF INTEREST (continued)**Disclosures for Consultants**

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)

Exhibit
 version: October 10, 2018
 revised: March 17, 2021
revised: November 17, 2021

OXNARD SCHOOL DISTRICT
 Oxnard, California