

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

AGENDA

REGULAR BOARD MEETING Wednesday, October 20, 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

October 20, 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

Mr. Jorge Mares, Principal, Sierra Linda School, will introduce Sophie Bell, 4th grade student in Ms. Pilgram'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 Abijah Amaro, 5th grade student in Ms. Bouvet's class at Sierra Linda School.

A.4. Presentation by Sierra Linda School

Mr. Jorge Mares, Principal, Sierra Linda School, will provide a short presentation to the Board regarding Sierra Linda. 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 - Update on COVID Protocols (DeGenna/Nocero/Magana)

The Board will receive a Study Session regarding updated COVID-19 protocols.

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

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

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Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and
Garcia Hernandez & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-
Administrators, Classified Management, Confidential

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

- Public Employee(s) Discipline/Dismissal/Release

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

A.10. Report Out of Closed Session

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

A.11. Facilities Annual Report (Quinto/Miller)

The Administration will provide an update on the Facilities Services Department.

A.12. Instructional Technology Services Department Update (Aguilera-Fort/Mitchell)

The Chief Information Officer will provide an update on the Instructional Technology Services Department.

Section B: PUBLIC COMMENT/HEARINGS

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

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

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

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

Section C: CONSENT AGENDA

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

Board Discussion:

Moved:

Seconded:

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

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. Approval of Notice of Completion, Roofing Project 2021 – Frank & Fremont, Bid #20-01 (Quinto/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #20-01, Roofing Project 2021 – Frank & Fremont, with Eberhard Energy Systems, as presented.

C.2. Approval of Notice of Completion, Asphalt Paving Project – Frank, Lopez & McAuliffe, Bid #20-02 (Quinto/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #20-02, Asphalt Paving Project 2021 – Frank, Lopez & McAuliffe, with Quality Paving, as presented.

C.3. Enrollment Report (Quinto)

District enrollment as of September 30, 2021 was 14,383. This is 755 less than the same time last year.

C.4. Purchase Order/Draft Payment Report #21-03 (Quinto/Franz)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #21-03, as submitted.

C.5. Approval of the 2021-22 Quarterly Report on Williams Uniform Complaints, First Quarter (Torres)

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

C.6. Personnel Actions (Torres/Batista/Nair)

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

C.7. Establishment/Abolishment of Positions (Torres/Nair)

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

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

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

C.8. Approval of Agreement #21-128 – Oxnard Performing Arts Center Corporation (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-128 with the Oxnard Performing Arts Center Corporation, to host a districtwide Enrollment Fair on Saturday, January 29, 2022, in the amount not to exceed \$800.00, to be paid out of Title 1 Funds.

C.9. Approval of Agreement #21-130 – Island Packers (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-130 with Island Packers, to provide boat transportation to and from the Channel Islands National Park for teachers participating in field excursions as part of professional development regarding the Next Generation Science Standards and Environmental Literacy, October 21, 2021 through July 31, 2022, in the amount of \$9,000.00, to be paid out of NOAA B-WET Grant Funds.

C.10. Approval of Agreement #21-132 – The Santa Barbara Botanic Garden (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-132 with The Santa Barbara Botanic Garden, to provide guest lecturer/teacher services for the B-WET Teacher Professional Development Program Grant, October 21, 2021 through July 31, 2022, in the amount not to exceed \$2,500.00, to be paid out of NOAA B-WET Grant Funds.

C.11. Approval of Agreement #21-133 – Julie Tumamait-Stenslie (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-133 with Julie Tumamait-Stenslie, to provide guest lecturer/teacher services for the B-WET Teacher Professional Development Program Grant, October 21, 2021 through July 31, 2022, in the amount not to exceed \$3,000.00, to be paid out of NOAA B-WET Grant Funds.

C.12. Approval of Agreement #21-135 – Channel Islands National Marine Sanctuary (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-135 with Channel Islands National Marine Sanctuary, to provide vessel support from Santa Barbara Harbor, CA to Santa Rosa Island (or other island, depending on weather) for participants in teacher professional development activities, October 21, 2021 through July 31, 2022, in the amount not to exceed \$3,500.00, to be paid out of NOAA B-WET Grant Funds.

C.13. Approval of Agreement/MOU #21-136 – California State University, Channel Islands (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-136 with California State University, Channel Islands, to provide collaborators who will provide scientific instruction and demonstrations within their areas of expertise, to OSD teachers as part of the teachers' participation in activities supported by the NOAA B-WET grant (including multiple field excursions to Channel Islands National Park), October 21, 2021 through July 31, 2022, in the amount not to exceed \$9,000.00, to be paid out of NOAA B-WET Grant Funds,

C.14. Approval of Agreement #21-139 - E.J. Harrison & Sons, Inc. (Quinto/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #21-139 with E.J. Harrison

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& Sons, Inc., to provide district wide trash pickup services, December 1, 2021 through November 30, 2024, in the amount of \$1,112,046.00 for the three-year period, to be paid out of the General Fund.

C.15. Approval of Agreement #21-140 with Kenco Construction Services, Inc., to provide DSA Inspector of Record (IOR) Services (Project Inspector) for the Rose Avenue Elementary School Reconstruction Project (Quinto/Miller/CFW)

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #21-140 with Kenco Construction Services Inc., to provide Inspector of Record Services for the Rose Avenue Elementary School Reconstruction Project, October 21, 2021 through September 20, 2023, in the amount of \$367,080.00, to be paid out of Master Construct and Implementation Funds.

C.16. Approval of Agreement #21-141 with Construction Testing & Engineering Services, Inc., to provide DSA Special Testing and Inspection Services for the Rose Avenue Elementary School Reconstruction Project (Quinto/Miller/CFW)

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #21-141 with Construction Testing & Engineering Inc., to provide DSA Special Testing and Inspection Services for the Rose Avenue Elementary School Reconstruction Project, October 21, 2021 through September 20, 2023, in the amount of \$375,509.00, to be paid out of Master Construct and Implementation Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.17. Ratification of Amendment #2 to Agreement #20-25, City Impact Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #20-25 with City Impact Inc., to update the August 30, 2021 rate sheet for Individual and/or Therapy Services and Social/Emotional Testing and Assessment Services for the Special Education Department during the 2020-2021 and 2021-2022 academic school years, with no change to the total agreement amount.

C.18. Ratification of Amendment #1 to Agreement #21-06 with Child Development Resources of Ventura County, Inc. (CDR) for Supplying Breakfast and Lunch Meals to Head Start Preschool Students at Sierra Linda and Harrington Schools (Quinto/Lugotoff)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees ratify Amendment #1 to Agreement #21-06 with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to their Head Start programs at Sierra Linda and Harrington Schools during the 2021/22 school year, operating costs to be covered by the revenue generated by the reimbursement from the Seamless Summer Option.

C.19. Ratification of Amendment #1 to Agreement/MOU #21-23, Tutorific (DeGenna/Ruvalcaba)

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1

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to Agreement/MOU #21-23 with Tutorific, to extend the term of the previously approved agreement for providing tutoring services to Long Term English Learners (LTEL's) with an overall ELPAC score of a 1 to improve their English language skills, August 31, 2021 to March 31, 2022, at no additional fiscal impact.

C.20. Ratification of Agreement #21-116 - Assistance League, Non-Public School, NPS (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-116 with Assistance League School, NPS, to provide Non-Public School (NPS) services for Pre-K student RL121316 for the 2021-2022 school year, including Extended School year, in the amount of \$12,650.00, to be paid with Special Education Funds.

C.21. Ratification of Agreement #21-129 – RAMSE Group (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-129 with RAMSE Group, to provide customized professional learning/development that includes ongoing design, implementation and evaluation support of Instructional Rounds for school administrators, with a focus on Culturally Responsive Teaching, Learning and Leading, October 1, 2021 through June 30, 2022, in the amount not to exceed \$104,000.00, to be paid out of Title 1 Funds.

C.22. Ratification of Agreement #21-131 – Oxnard Union High School District (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-131 with Oxnard Union High School District, for the OUHSD Instructional Specialist for Science to assist in the recruitment and coordination of the B-WET Teacher Professional Development Program grant, August 1, 2021 through July 31, 2022, in the amount of \$2,000.00, to be paid out of NOAA B-WET Grant Funds.

C.23. Ratification of Agreement #21-134, RAMSE Group (DeGenna/Anguiano)

It is the recommendation of the Principal, Chavez School, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-134 with RAMSE Group, to design and deliver customized professional learning using an Action Lab design model that includes ongoing design, implementation and evaluation support of Professional Learning Communities (PLC) for school level Instructional Leadership Teams (ILT), October 11, 2021 through June 30, 2022, in the amount of \$14,000.00, to be paid out of Supplemental Concentration Funds.

C.24. Ratification of Agreement #21-137 with Caldwell Flores Winters, Inc., for Program Implementation Services (Aguilera-Fort/Quinto)

It is the recommendation of the Superintendent, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #21-137 with Caldwell Flores Winters, Inc., for Program Implementation Services, October 1, 2021 through June 30, 2026, at 4.75% of the Project Costs, payable from available District capital funds - no impact to the General Fund.

Section D: ACTION ITEMS

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

D.1. Approval of ESSER III Fund Plan (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board

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of Trustees approve the ESSER III Fund Plan, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section E: APPROVAL OF MINUTES

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

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

- June 24, 2020 Regular Meeting
- July 14, 2020 Special Meeting

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section G: CONCLUSION

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

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

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

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

G.3. ADJOURNMENT

Moved:

Seconded:

Vote:

Time Adjourned _____

ROLL CALL VOTE:

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

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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 15, 2021.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 20, 2021

Agenda Section: Section A: Study Session

Study Session - Update on COVID Protocols (DeGenna/Nocero/Magana)

The Board will receive a Study Session regarding updated COVID-19 protocols.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: October 20, 2021

Agenda Section: Section A: Report

Facilities Annual Report (Quinto/Miller)

The Administration will provide an update on the Facilities Services Department.

FISCAL IMPACT:

None.

RECOMMENDATION:

None - information only.

ADDITIONAL MATERIALS:

Attached: [Facilities Services Presentation \(13 pages\)](#)



Facilities: Operations and Maintenance

Presenter:
Dana L. Miller
Director of Facilities

October 20, 2021

□ Operations

- Custodial Services
- Grounds Maintenance

□ Maintenance

- Building Maintenance (work orders)
- Deferred Maintenance (projects)



Facilities – Successful Implementations

Custodial Services

- ❑ New program detailing summer cleaning
 - Accurate measure of progress site by sites
 - Adjustments/corrections in real-time

Grounds Maintenance

- ❑ Computerized urban forestry inventory system
 - Provides baseline data including tree size, health, species, locations, maintenance needs, and potential safety risks

Building Maintenance

- ❑ Computerized Maintenance Management System (CMMS) program for work orders
 - Finalizing technician and user training





Custodial Services

Student and Staff Safety

- ❑ Frequently touched surfaces at offices, classrooms and on school buses are to be cleaned at least daily and, as practicable
- ❑ Classrooms will have desks wiped down at least twice per week, vacuumed three times per week, and mopped once per week
- ❑ Cleaning and disinfecting services follow CDC and VCPHD guidelines
- ❑ Should a positive COVID-19 case arise, trained custodial staff will clean and disinfect thoroughly
- ❑ MERV-13 air filters installed increasing outdoor airflow into all central HVAC units
- ❑ Air purifiers and hand sanitizer dispensers installed in occupied classrooms, MPR, common areas, and offices



Deferred Maintenance Completed Projects – Asphalt 2020/21

McAuliffe

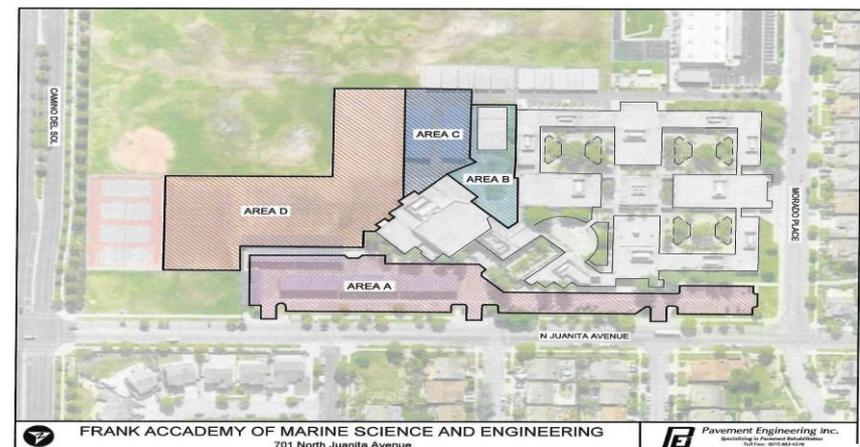
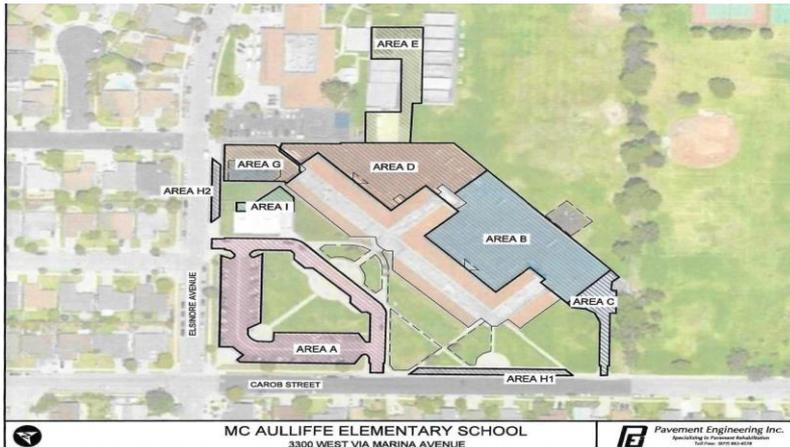
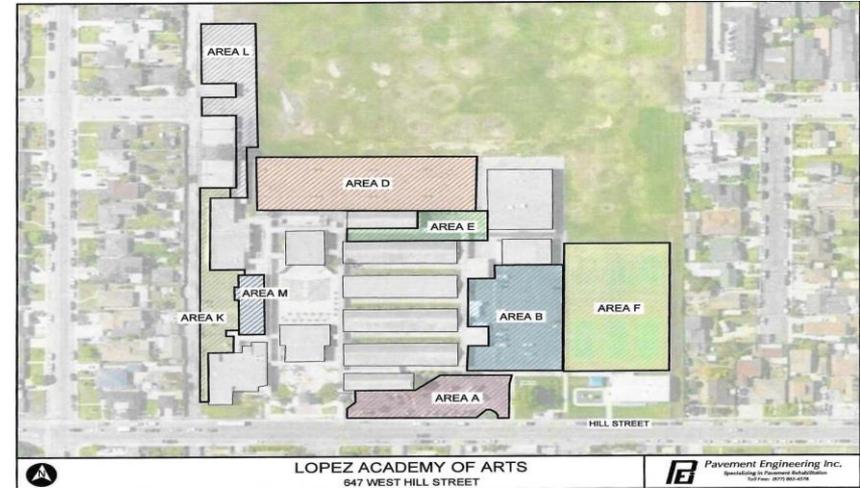
- Remove & Replace 3,250 sf at bus drop off area H1

Frank

- Crack Fill, Seal Coat, and re-stripping 201,231 sf all areas

Lopez

- Remove, Replace 14,891 sf at Front Parking Lot area A
- Crack Fill, Seal Coat, and Restripe 65,194 sf areas D,K,L and M



Deferred Maintenance Completed Projects – Asphalt 2020/21

Frank



Lopez



7 Deferred Maintenance Completed Projects – Flooring 2020/21

Drifill

- 2,880 sf, Rms 1501, 1502, 1503. Carpet remove/replace

Curren

- 377 sf, Library. Carpet remove/replace

Frank

- 980 sf Rm P-14. Carpet remove/replace

Lopez

- 4131 sf Rms 701, 702, 703, and 704. Carpet remove/replace

Ritchen

- 960 sf Rm 11 Carpet Remove & Replace

Education Service Center (ESC)

- 366 sf Entryways. Carpet remove/replace



Curren Library



Deferred Maintenance Completed Projects 2020/21

Fremont

Painting:

Kamala

- Paint first floor interior walls in Building 7

Roofing:

Frank

- Relocatable Classrooms P-5, P-6,P-7, P-8. P-13, P-14. 6,600 sf

Fremont

- Building 700, 16,200 sf

Concrete:

Fremont

- 2300 sf





Deferred Maintenance Upcoming Projects 2021/22

Asphalt

- Slurry and restripe – Ritchen

Roof Maintenance

- Ongoing maintenance and repairs – various sites

Roof Replacement

- Driffill, Chavez, Kamala, and Marina West

Marquee Installation

- Harrington, Brekke, San Miguel, Ramona, Ritchen

Fire Alarm System

- Remove/replace – Marshall



Deferred Maintenance Upcoming Projects 2021/22

HVAC

- Remove/replace – Information Technology

Playground

- Install 1.5 top-coat (Kinder); repair/roll (Main) – Ramona

Relocatable Classrooms

- Repair/replace exterior wall wood plank siding – Sierra Linda

Cooler/Freezer

- Walk-in cooler/freezer combination unit remove/replace – Curren
- Walk-in Freezer unit remove/replace - Driffill



Grounds Maintenance Work

Opening of School

Lopez

Ritchen



Marshall

Facilities Services

10/20/2021



ROSE AVE RE-CONSTRUCTION



Current Campus

- ❑ Groundbreaking Ceremony – October 29
- ❑ Begin construction – November 1
- ❑ Completion – 2023



New Campus Renderings





OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: October 20, 2021

Agenda Section: Section A: Presentation

Instructional Technology Services Department Update (Aguilera-Fort/Mitchell)

The Chief Information Officer will provide an update on the Instructional Technology Services Department.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [ITS Presentation 102021](#)

INFORMATION TECHNOLOGY SERVICES



VALERIE MITCHELL,
CHIEF INFORMATION OFFICER

THOMAS KRANZLER,
DIRECTOR OF NETWORK OPERATIONS



OSD Student Profile

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

Innovator

Students will be creative writers, successful readers and mathematical thinkers; able to create, design, and apply new knowledge in a variety of contexts.



Collaborator

Students will be collaborative learners; able to communicate and learn through and with others.

Problem Solver

Students will be confident and solution oriented; able to demonstrate a growth mindset and advocate for themselves and for others.



Digital Learner

Students will be technologically, artistically, academically and linguistically prepared to succeed and to lead.

Achiever

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



Focused on the Future

Students will be high school, college, and career ready; challenged to select rigorous courses and equipped with the tools, knowledge, and skills to be prepared for the future.

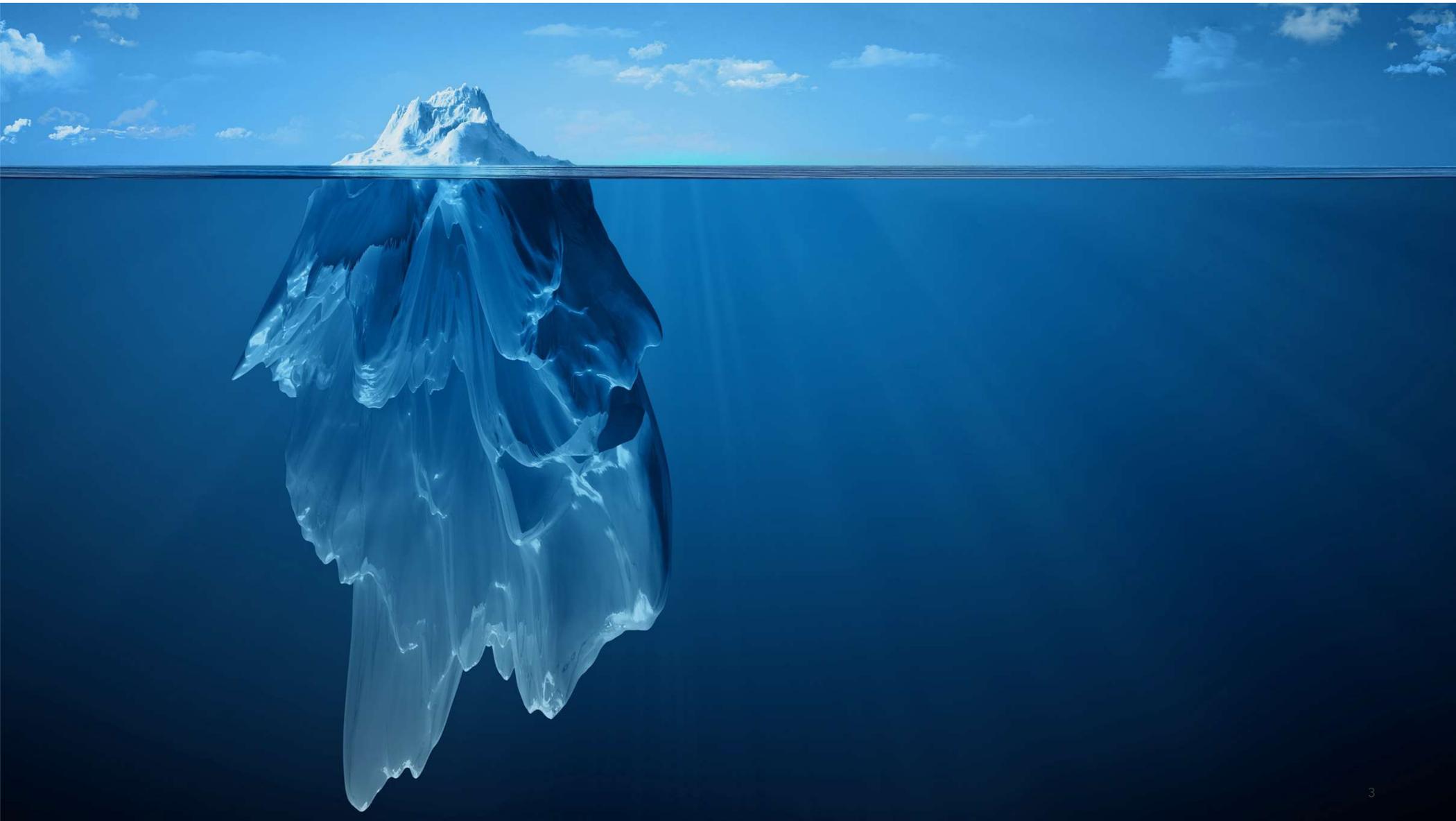
Global Thinker

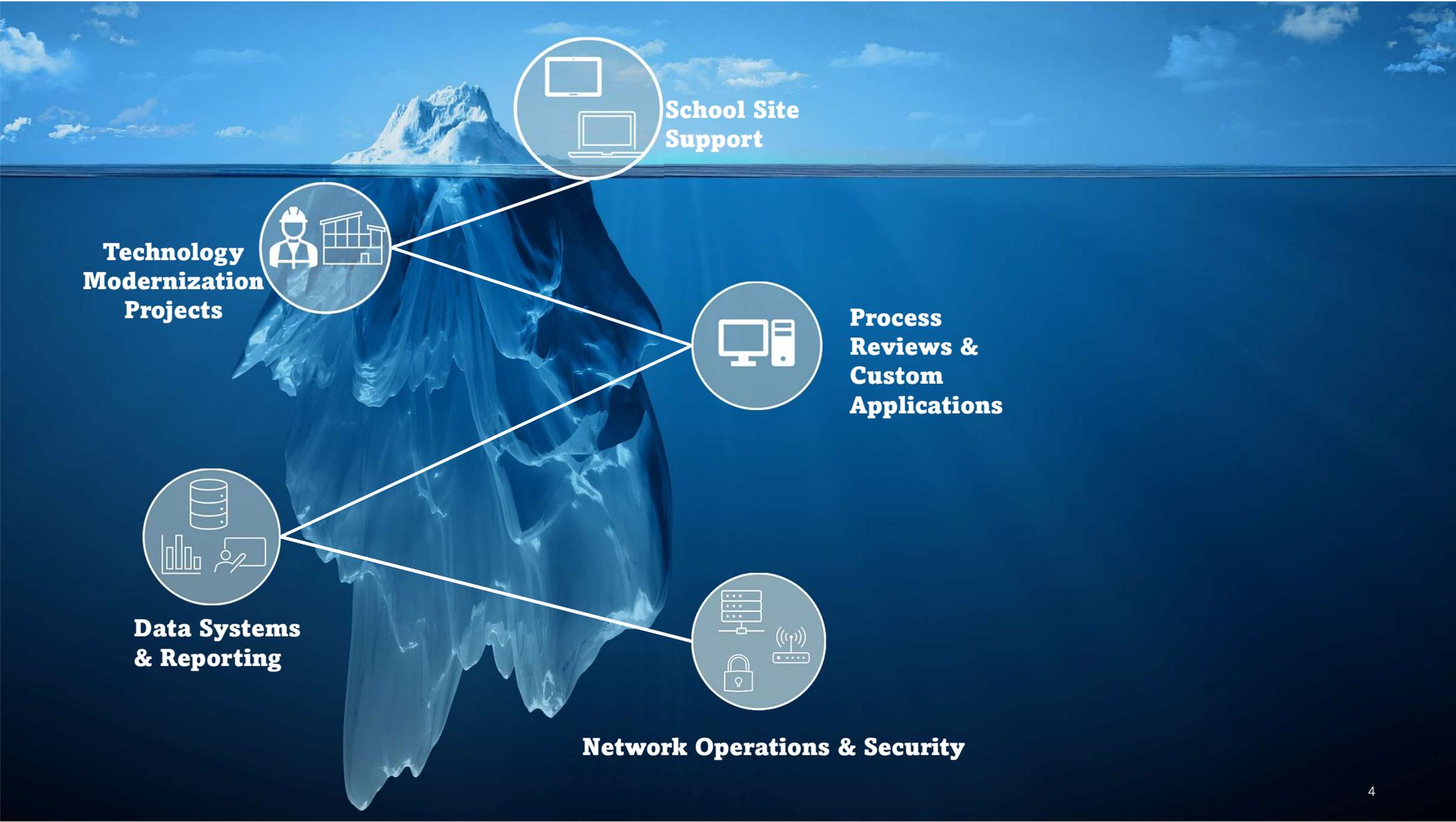
Students will be compassionate, multilingual, and inclusive; able to understand and to convey pride in their identity, heritage, and history.



Oxnard School District

Empowering All Children
to Achieve Excellence





School Site Support



Technology Modernization Projects



Process Reviews & Custom Applications



Data Systems & Reporting



Network Operations & Security

Network Operations & Security



Infrastructure

- New “Warm” Site
 - Transferred “warm” site from Marshall to Elm
- Upgraded network infrastructure
 - More than half of school currently upgraded to new switching allowing for 10x the speed of previous installation
- Installed Network Batteries
 - When finished, all classrooms will have at least 30 minutes of uptime for network and phones.
- New Nimble array
 - The new network storage allows for quick turn around or snapshots and restore of data.



Global Thinker

Students will be compassionate, multilingual, and inclusive; able to understand and to convey pride in their identity, heritage, and history.



Collaborator

Students will be collaborative learners; able to communicate and learn through and with others.

Connectivity

- During COVID doubled Internet Bandwidth speed from 2 GB to 5 GB to allow for continued filtered internet access for student at home.
- Curated student hot spots
 - Worked extensively with vendors to address internet speed issues
- Began conversations with Oxnard City to extend Wi-Fi to the community
 - While we didn't move forward at this time with a community Wi-Fi program, we gained a lot of knowledge about how we could partner with the city to provide services for our students.



Global Thinker

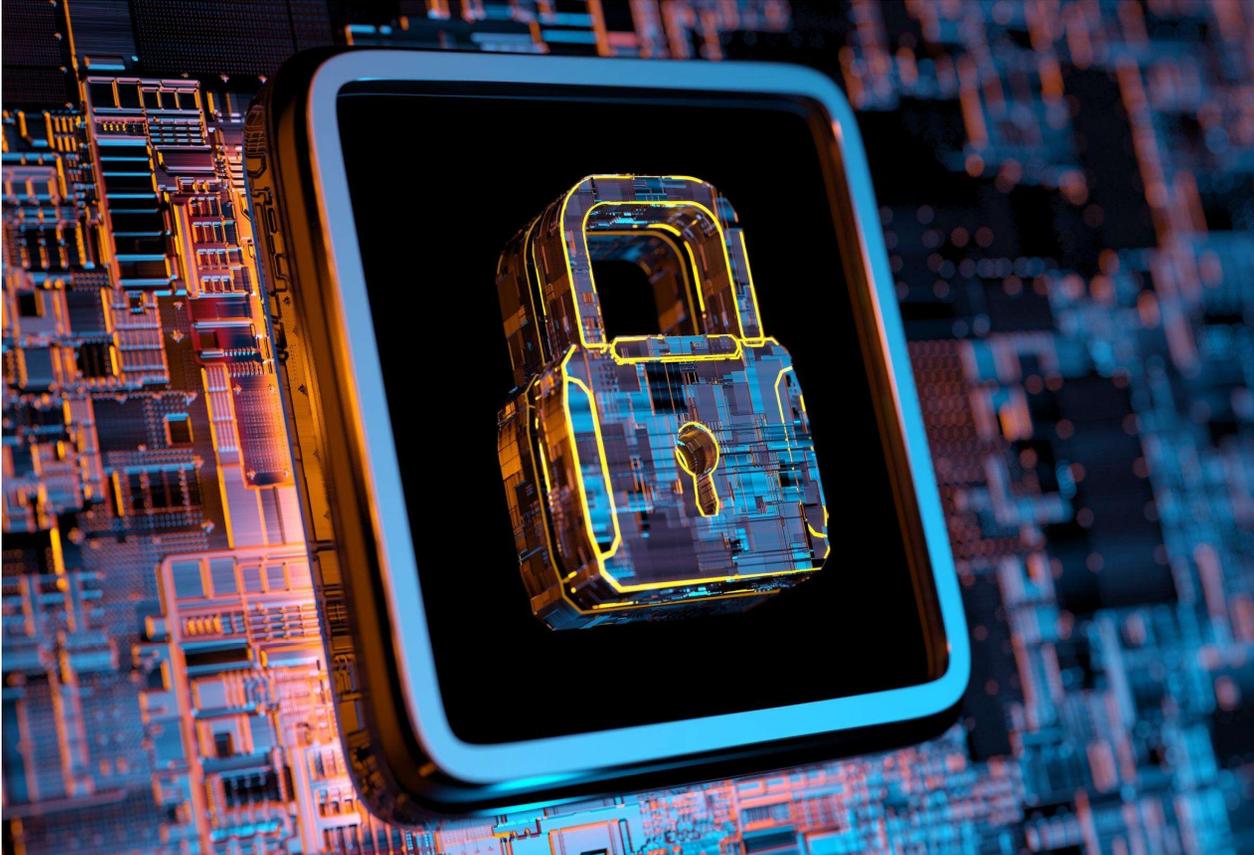
Students will be compassionate, multilingual, and inclusive; able to understand and to convey pride in their identity, heritage, and history.



Collaborator

Students will be collaborative learners; able to communicate and learn through and with others.

Cyber-security



- Instituted new Web Filter (Securly)
 - Filter allows for us to more appropriately filter Youtube and Google searches while at the same time alleviating stress on OSD local network
- Neutralized Netwalker ransomware attack
 - Fast-growing ransomware, created in 2019. The group behind NetWalker operates a Ransomware-as-a-Service (RaaS) business model, which means they provide their infrastructure, tools and support in exchange for affiliate payment.
- Updated Firewall rule to do “Geo Blocking” to/from Russia, China, Hong Kong, Netherlands, and Belize
 - Reduced our Spam by 90% and reduced average attack vectors by 40%



Collaborator

Students will be collaborative learners; able to communicate and learn through and with others.

8

Data Systems & Reporting



DATA SYSTEMS

SEDS

Special Education Data System - Transmit SWD data to CALPADS



CaISAAS

Statewide Assignment Monitoring System of all Educator Assignments and Credentials

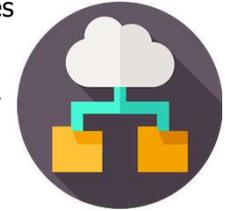


CRDC

Federal data collection on key education and civil rights issues.

TOMS

Test Operations Mgmt. Sys. Receives and transmit relevant student data from and to CALPADS for assessment purposes



SIS

- Local Systems maintain student data
- LEA extract files and send to CALPADS



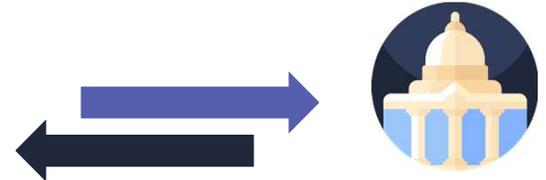
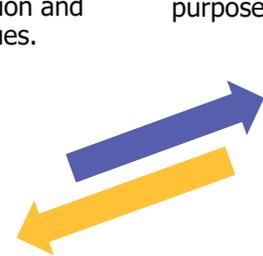
SSID

- A student can only have one SSID.
- Allows for longitudinal tracking



CALPADS

- Validates & stores incoming student Data
- Generates new SSIDs
- Matches existing student data to SSID Requests
- Sends and receives student profile for state data Matching and ELPAC



STATE Database

- Matches CALPADS data for Foster Youth, Direct Certification with appropriate state department databases



Focused on the Future

Students will be high school, college, and career ready; challenged to select rigorous courses and equipped with the tools, knowledge, and skills to be prepared for the future.

Achiever

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



**State Agencies
(Data Matches)**

**Statewide
Assessments**

**State and Federal
Reporting**

Research

**School Accountability
Report Cards**

LCFF and Other Funding



**LCAP Development and
Evaluation Rubrics**

**Eligibility for State and
Federal Grants**



DataQuest





How CALPADS Data are Used and Funding Consequences



How CALPADS Data are Used and Consequences

The data certified in the CALPADS Annual Submissions are used for many purposes, including funding calculations for various State and Federal programs. The data maintained in the CALPADS Operations Data Store (ODS) are used for many purposes including accountability metrics and statewide assessment registration.

Annual Submission	State or Federal	Certified Data	
		State/Federal Data Usage	LEA Impact if Not Certified
Fall 1: Current Year enrollment counts Prior Year Dropouts Immigrant counts Free and reduced meal eligibility counts FRPM/EL/Foster Unduplicated Count English Language Acquisition Status	State	DataQuest (current year official enrollment, prior-year Dropouts)	0 counts on DataQuest
		Unduplicated Pupil Count (UPC) for Local Control Funding Formula (LCFF) supplemental and concentration grant calculations	0 counts & impact on funding
		Free and Reduced Price Meal Eligibility counts used in various grant applications	0 counts for grant applications
		Long-term English Learner calculations	0 counts on DataQuest
		School Accountability Report Card (SARC)	No SARC pre-population
		Department of Finance for budget projections	0 counts
	Federal	To respond to lawsuit and audits	0 counts
		To address requests from policy makers, researchers, and other entities	0 counts
		Title I and Title II	0 counts & 0 funding for COEs and Direct Funded Charter schools
		EDFacts file submission and the Consolidated State Performance Report (CSPR)	0 counts
		Title III Limited English Proficiency Program	0 counts & 0 funding
		Title III Immigrant Program (SNOR)	0 counts & 0 funding
Both	Titles VI & IX reports for the Civil Rights Act of 1964	0 counts	
	Individuals with Disabilities Education Act (IDEA)	0 counts	
Fall 2: Staff assignments Student course enrollments English Learner services	State	Eligibility to apply for various state and federal grants (especially those based on counts of economically disadvantaged students)	0 counts and ineligibility to apply for grants
		DataQuest (Teacher Counts, Course Enrollments, and EL Services)	0 counts
		No data for assignment monitoring (to begin in 2019-20)	Commission reports zero, California School Dashboard impacted
	Federal	CCR Title V, Section 97 (certificated staff)	0 counts
		Monitoring for English Language services	increased potential for monitoring
		EDFacts file submissions and the Consolidated State Performance Report (CSPR)	0 counts
		Quality Education Investment Act (QEIA) funding	0 counts & 0 funding

May 2020

1

Process Review & Custom Applications



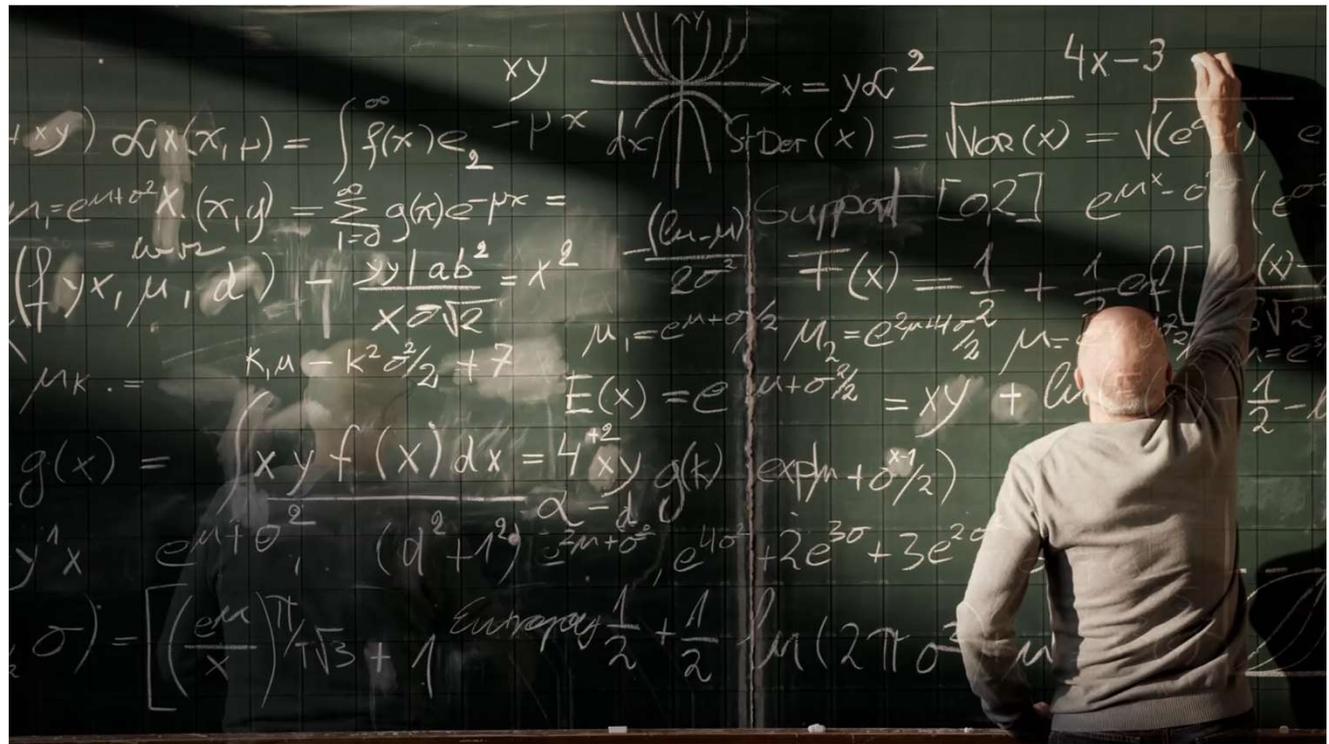
- Independent Study
 - Develop Process Workflow to identify program needs
- COVID Reporting
 - Reviewed reporting workflow for efficiency enhancements
- Substitute Teacher Onboarding
 - Identified need for immediate access to digital curriculum resulting in new job class assignments
- Mainstreaming Students
 - Developed process workflow that addressed potential safety issues and properly maintained class sizes
- Home Hospital Student Placements
 - Developed process workflow that addressed lost ADA due to failed enrollment status

Process Review



- COVID Test and Vaccine reporting
 - Created COVID sites to allow Student and Staff COVID test and/or vaccination reporting
- COVID Alert Process
 - Emails and an "Admin Portal" for immediate reporting as well as historical lookup
- COVID Dashboard
 - Daily updated public facing reporting of COVID Incidents
- Teacher & Student Remote Learning Websites
 - Initial websites and LMS used to deliver curriculum and train staff on new software to support remote learning
- Created & enhanced "Track" system for device inventory, checkout, and historical logs

Custom Applications



Custom Integrations

- "Track" directly integrates with Q and our MDM (Mosyle) to deliver apps and secure iPads immediately after checkout
- Q API and local databases to update and manage curriculum software.
 - Microsoft and Google accounts are created within the hour of being entered into Q
 - Teachers receive their class rosters via email with student credentials and assigned devices.
- Roster all curriculum software
- Renaissance (AR 360), Clever (ST Math, Lexia), Apple School Manager, McGraw Hill (My Math Reading Wonders, Inspire Science, Study Sync), Ellevation, MyOn, Cengage (NGL Sync)
- Active Directory integration with Escape
 - Create email accounts, Microsoft 365 presence
 - Google drive accounts
 - Group association based on employee status, location, or job description
- Scripted updates to Escape for employee details including vaccination information

Innovator

Students will be creative writers, successful readers and mathematical thinkers; able to create, design, and apply new knowledge in a variety of contexts.



Problem Solver

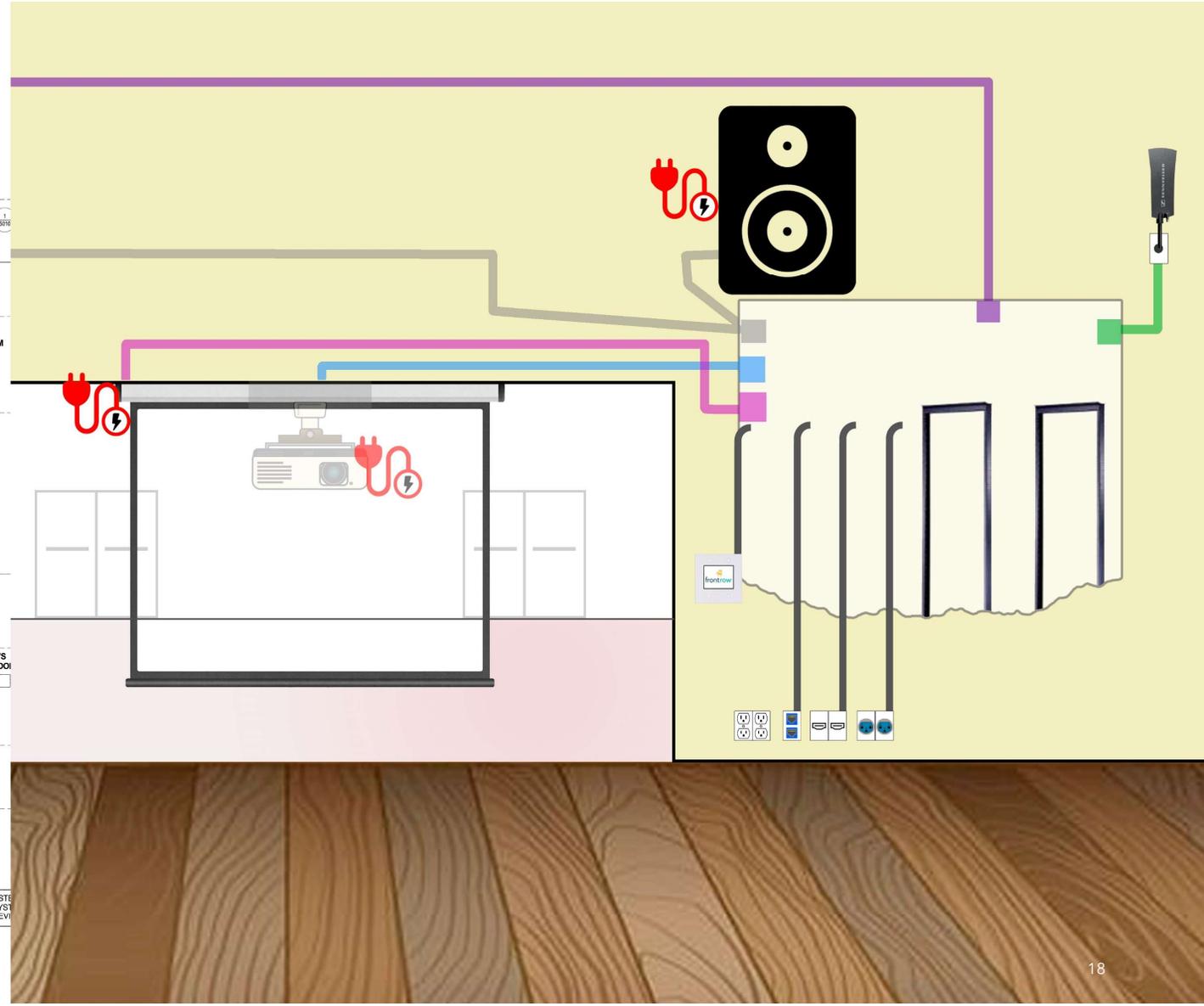
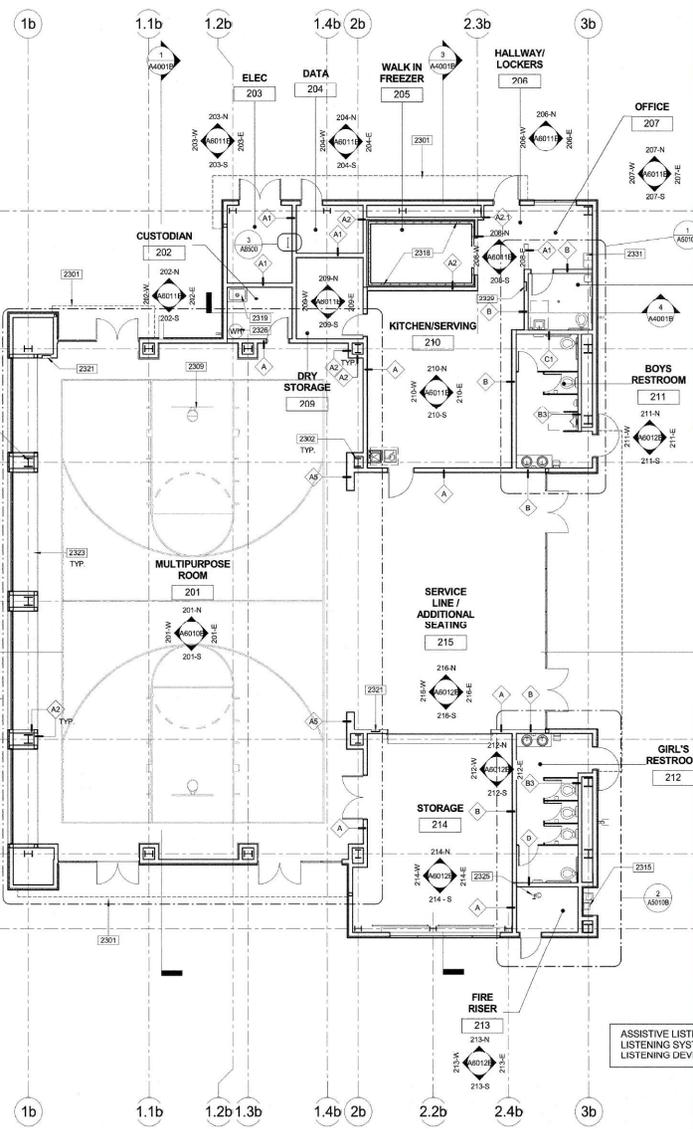
Students will be confident and solution oriented; able to demonstrate a growth mindset and advocate for themselves and for others.



16

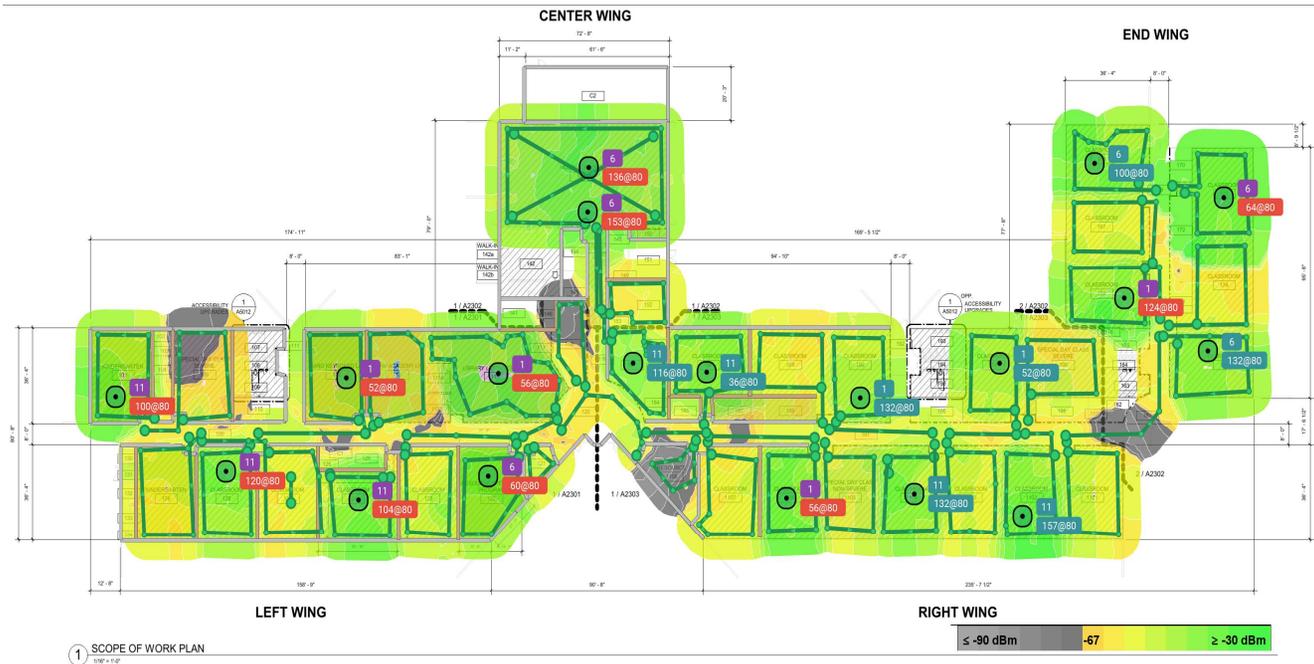
Technology Modernization Projects





- Upgrade existing wireless infrastructure (Access Points)
 - Create site “Heat Maps” to identify wireless equipment needs.
- McAuliffe network modernization project
 - Pilot and test site for repurposing of existing network equipment
 - Building “Base Line” to accurately assess site efficiencies.
- Conducted full pilot of private LTE wireless network at Elm Elementary

Modernizations and Upgrades



Collaborator
Students will be collaborative learners; able to communicate and learn through and with others.

School Site Based Tech Support



DEVICE DEPLOYMENTS & UPGRADES

Deployed approx. 3,500 student and staff iPads during "shelter in place" orders

Upgraded over 10,000 iPads

Upgraded over 600 Promethean Boards

Upgraded over 600 Staff Laptops

Replaced over 600 Document Cameras

Upgraded over 140 Staff Desktops

Deployed over 3,800 Wi-Fi hotspots



Digital Learner
Students will be
technologically, artistically,
academically and
linguistically prepared to
succeed and to lead.

Technicians support Staff, Students, and Families remotely and in-person

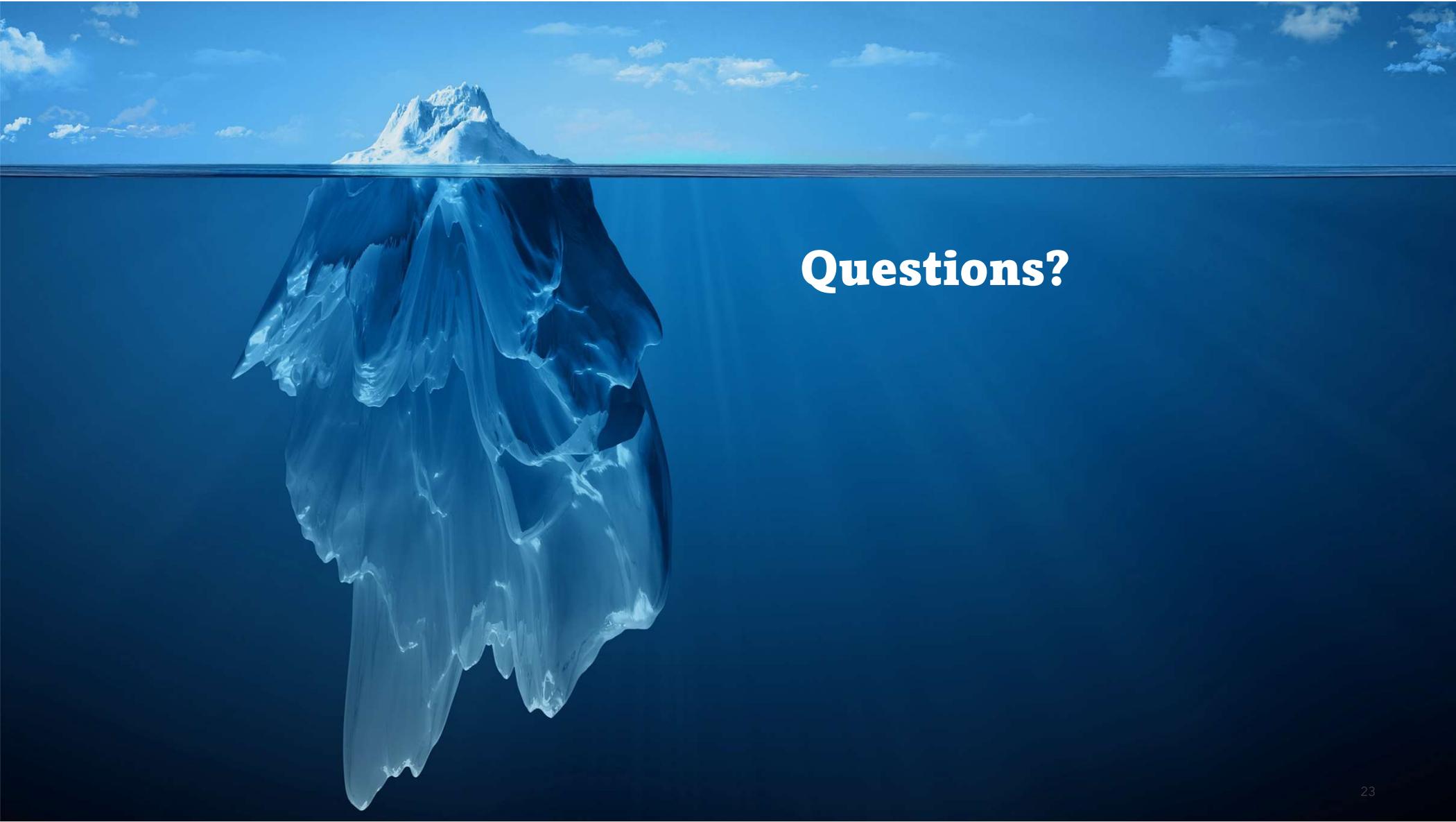
- Q- SIS Support & Training
 - Report Cards
 - Master Schedules
 - Staff Training
 - Parent/Student Connect
 - Online Pre-Enrollment/Re-Enrollment
- Academic Software Support
- iPad App Support
- Device Hardware (Laptop/iPad) Support
- Document Cameras
- Desktop & TV Monitors
- Promethean Boards
- Wi-Fi Hotspot Support
- Printers
- Phones

March 16, 2020 - July 31, 2021

Tickets	
Bratis Elementary	239
Chavez Elementary	503
Curtis Elementary	559
Drill Elementary	604
Elm Elementary	194
Frank Intermediate	691
Fremont Intermediate	609
Harington Elementary	556
ITG	5,886
Kanaka Elementary	293
Lanewood Elementary	1,112
Lopez Intermediate	549
Marina Vista Elementary	414
Marshall Elementary	697
McLuiffe Elementary	453
McKenna Elementary	270
Ramona Elementary	273
Wilson Elementary	369
Rose Elementary	306
San Miguel Preschool	212
Serra Linda Elementary	457
Sola Elementary	553
Unassigned	0
Total	15,799

August 1, 2021 - October 15, 2021

Tickets	
Bratis Elementary	87
Chavez Elementary	110
Curtis Elementary	158
Drill Elementary	169
Elm Elementary	57
Frank Intermediate	196
Fremont Intermediate	266
Harington Elementary	176
ITG	846
Kanaka Elementary	188
Lanewood Elementary	354
Lopez Intermediate	227
Marina Vista Elementary	177
Marshall Elementary	431
McLuiffe Elementary	53
McKenna Elementary	82
Ramona Elementary	171
Wilson Elementary	166
Rose Elementary	73
San Miguel Preschool	55
Serra Linda Elementary	244
Sola Elementary	113
Unassigned	0
Total	4,399



Questions?

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: October 20, 2021

Agenda Section: Section C: Consent Agenda

Approval of Notice of Completion, Roofing Project 2021 – Frank & Fremont, Bid #20-01 (Quinto/Miller)

The contractor, Eberhard Energy Systems, has completed the work of Bid #20-01 to perform the work for Roofing Project 2021 – Frank & Fremont, as of August 8, 2021. It is recommended that the Board of Trustees approve the Notice of Completion for this Project, which will be filed by the District with the County Recorder's Office.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #20-01, Roofing Project 2021 – Frank & Fremont, with Eberhard Energy Systems.

ADDITIONAL MATERIALS:

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

Return Recorded Notice of Completion to:

Lisa A. Franz
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

NO FEE PER GOVT CODE 27383

NOTICE OF COMPLETION

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

Description: Frank Academy, 701 B. Juanita Ave., Oxnard, CA 93030, and Fremont Academy, 1130 North M St., Oxnard, CA 93030, for Bid #20-01 and Agreement #20-180, Roofing Project 2021 – Frank & Fremont:

That on or about the 23rd day of June 2021 the said Oxnard School District of Ventura County entered into a contract with Eberhard Energy Systems for the work of site improvements located at the school sites listed above, that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 8th day of August 2021; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By _____
Secretary of its Board of Trustees

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

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

Subscribed and sworn to (**or affirmed**) before me on this _____ day of _____, 2021, by _____, **proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: October 20, 2021

Agenda Section: Section C: Consent Agenda

Approval of Notice of Completion, Asphalt Paving Project – Frank, Lopez & McAuliffe, Bid #20-02 (Quinto/Miller)

The contractor, Quality Paving, has completed the work of Bid #20-02, to perform the work for Asphalt Paving Project 2021 – Frank, Lopez & McAuliffe, as of August 8, 2021. It is recommended that the Board of Trustees approve the Notice of Completion for this Project, which will be filed by the District with the County Recorder's Office.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #20-02, Asphalt Paving Project 2021 – Frank, Lopez & McAuliffe, with Quality Paving.

ADDITIONAL MATERIALS:

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

Return Recorded Notice of Completion to:

Lisa A. Franz
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

NO FEE PER GOVT CODE 27383

NOTICE OF COMPLETION

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

Description: Frank Academy, 701 N. Juanita Ave., Oxnard, CA 93030, Lopez Academy, 647 West Hill St., Oxnard, CA 93033, and McAuliffe Elementary, 3300 W. Via Marina Ave., Oxnard, CA 93035, for Bid #20-02 and Agreement #20-181, Asphalt Paving Project 2021 – Frank, Lopez & McAuliffe:

That on or about the 23rd day of June 2021 the said Oxnard School District of Ventura County entered into a contract with Quality Paving for the work of site improvements located at the school sites listed above, that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 8th day of August 2021; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By _____
Secretary of its Board of Trustees

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

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

Subscribed and sworn to (**or affirmed**) before me on this _____ day of _____, 2021, by _____, **proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: October 20, 2021

Agenda Section: Section C: Consent Agenda

Enrollment Report (Quinto)

District enrollment as of September 30, 2021 was 14,383. This is 755 less than the same time last year.

FISCAL IMPACT:

None.

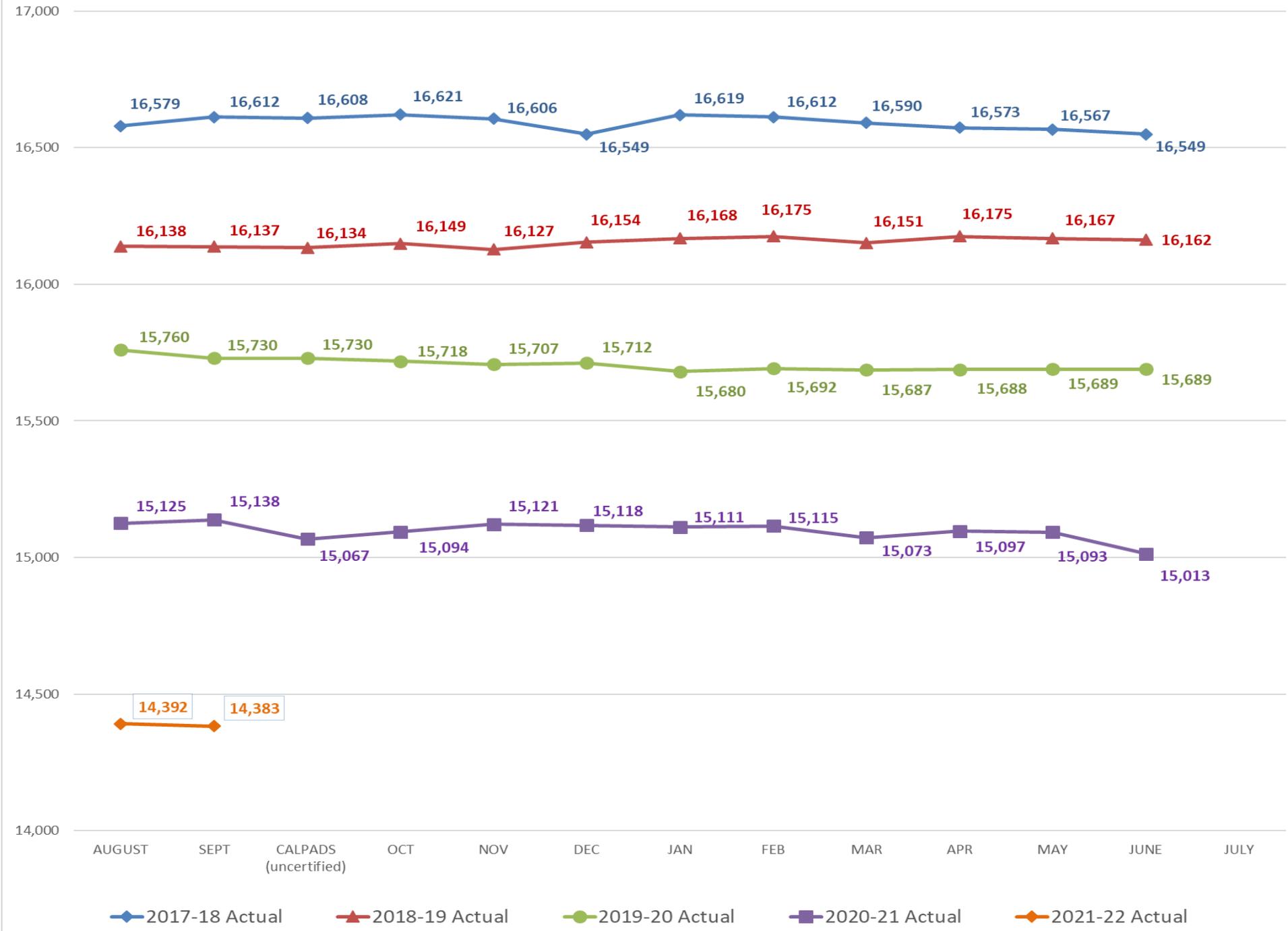
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

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

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



OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: October 20, 2021

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #21-03 (Quinto/Franz)

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

1. A listing of Purchase orders issued 09/04/2021 through 10/05/2021 for the 2021-2022 school year, for \$3,475,676.57.
2. There are no Draft Payments issued from 09/04/2021 through 10/05/2021, for the 2020-2021 or the 2021-2022 school year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #21-03 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #21-03 \(13 Pages\)](#)

Includes Purchase Orders dated 09/04/2021 - 10/05/2021

PO Number	Vendor Name	Loc	Description	Order Amount
NP22-00014	P And R Paper Supply Co	CNS	MATL/SUP	21,637.78
NP22-00015	P And R Paper Supply Co	CNS	MATL/SUP	3,607.83
NP22-00016	Gold Star Foods	CNS	SUP	1,017.00
NP22-00017	Gold Star Foods	CNS	SUP	360.00
NP22-00018	Gold Star Foods	CNS	SUP	497.25
NP22-00019	P And R Paper Supply Co	CNS	MATL/SUP	1,339.20
NP22-00020	Gold Star Foods	CNS	SUP	81.00
NP22-00021	P And R Paper Supply Co	CNS	SUP	3,693.12
NP22-00022	Gold Star Foods	CNS	SUP	1,559.25
P22-00597	Amazon Com	ED SERVICES	Books/LCAP 1.20 LCFF	1,141.51
P22-01002	HOVERSON ONLINE LLC DBA. AUTOM ATEDPT	FACILITIES	HVAC Supplies	1,597.78
P22-01142	VEX Robotics, Inc	FRANK	MatlSup - Instructional	1,099.63
P22-01156	Amazon Com	FACILITIES	Materials and Supplies	31.20
P22-01157	Amazon Com	FACILITIES	Materials and Supplies	148.40
P22-01158	3 Chords, Inc Therapy Traveler s	Special Ed	SERV(SLP-M. MURPHY)	8,096.00
P22-01159	3 Chords, Inc Therapy Traveler s	Special Ed	SERV(SLP-C.KUJAWSKI)	139,840.00
P22-01160	3 Chords, Inc Therapy Traveler s	Special Ed	SERV(SLP-C.SMITHI)	139,840.00
P22-01161	CN School & Office Sol, Inc Cu Iver-Newlin	FACILITIES	Equipt / Furniture	3,475.78
P22-01162	CN School & Office Sol, Inc Cu Iver-Newlin	FACILITIES	Equipt / Furniture	3,141.29
P22-01163	Tech-Wall Of Ventura Inc	FACILITIES	Professional Services / Facilities	1,726.15
P22-01164	Tech-Wall Of Ventura Inc	FACILITIES	Professional Services / Ruthie's Office	1,149.00
P22-01165	Regency Lighting	WAREHOUSE	Stores Supplies	149.45
P22-01166	School Health Corporation	WAREHOUSE	Stores Supplies	85.22
P22-01167	IMAGE APPAREL FOR BUSINESS	FACILITIES	SERV (21-22 FACILITIES-GROUNDS UNIFORMS)	3,075.88
P22-01168	IMAGE APPAREL FOR BUSINESS	TRANSPORTATIO	SERV (21-22 TRANSPORTATION UNIFORMS)	525.48
P22-01169	DICK BLICK COMPANY BLICK ART M ATERIALS	WAREHOUSE	Stores Supplies	1,522.07
P22-01170	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,543.44
P22-01171	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	3,637.70
P22-01172	CA Dept of Social Svcs Communi ty Care Licensing	EARLY CHILDHOC	SERV	242.00
P22-01173	ZONAR SYSTEM, INC	TRANSPORTATIO	SERVICES	8,448.00
P22-01174	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	5,124.40
P22-01175	ACHIEVE 3000, INC.	ED SERVICES	Conf (LCAP 1.20) LCFF	483.00
P22-01176	CULLIGAN OF VENTURA COUNTY	LEMONWOOD	RENT Instruction	500.00
P22-01177	Smart And Final Iris Co	ED SERVICES	MATL/SUP-Unrestricted	600.00
P22-01178	The Jason Project Jason Learni ng	FREMONT	ONLINE SUBSCRIPTION (INSTRUCTIONAL)	149.00
P22-01179	T-Mobile USA Inc.	EARLY CHILDHOC	Internet Services	36,000.00
P22-01180	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	3,493.88
P22-01181	BSN Sports	WAREHOUSE	Stores Supplies	1,236.57
P22-01182	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	2,139.55
P22-01183	Veritiv Operating Company	WAREHOUSE	Stores Supplies	16,999.30
P22-01184	Textbook Warehouse LLC Textboo k Warehouse	ERC	Textbooks	3,326.01

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

ESCAPE ONLINE

Page 1 of 13

Includes Purchase Orders dated 09/04/2021 - 10/05/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P22-01185	SCHOOL SERVICES OF CALIFORNIA, INC.	ED SERVICES	CONF	980.00
P22-01186	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	191.67
P22-01187	VALLARTA SUPERMARKETS	ED SERVICES	MATL/SUP-Unrestricted	400.00
P22-01188	Amazon Com	MARSHALL	Mat/Supp-Instructional	334.40
P22-01189	Amazon Com	WAREHOUSE	MATL/SUP (PAPER CUPS)	285.37
P22-01190	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	ED SERVICES	CONF- LCAP 1.04 (Title II)	375.00
P22-01191	CN School & Office Sol, Inc Cu Iver-Newlin	BREKKE	Supplies	2,619.73
P22-01192	Office Depot Bus Ser Div	ASSESS ACCOUN	Mat/Sup - Office LCAP 1.19	1,218.79
P22-01193	Daryton Andrae Ramsey RAMSE GR OUP	ED SERVICES	SERV/ESSER FUNDS	24,000.00
P22-01194	MCGRAW HILL EDUCATION, INC	ERC	Textboks	7,647.10
P22-01195	Smart And Final Iris Co	FREMONT	Materials and Supplies	100.00
P22-01196	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	MARSHALL	Malt/Supp-Instructional	1,821.18
P22-01197	SOUTHEAST LOCK SUPPLY LLC	MARSHALL	Mat/Supp-Instructional	681.60
P22-01198	Gopher Sport	MARSHALL	Mat/Supp-Instructional	101.43
P22-01199	Aswell Trophy And Engraving	LEMONWOOD	MATL/SUPP	966.59
P22-01200	Hand2mind	LEMONWOOD	MATL/SUPP	114.69
P22-01201	HEZE LLC	FACILITIES	COVID Materials and Supplies	23,597.41
P22-01202	Covell Graphics Fastsigns of Oxnard	LEMONWOOD	MATL/SUPP	3,438.36
P22-01203	Office Depot Bus Ser Div	MARINA	MATL/SUPL-Admin	1,092.50
P22-01204	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	191.78
P22-01205	Office Depot Bus Ser Div	SORIA	Mats/Sup - Admin	2,500.00
P22-01206	Amazon Com	MARSHALL	Mat/Supp-Instructional	57.20
P22-01207	Lakeshore Learning Materials	RAMONA	Mat/Supplies-SEL Support (counselor)	535.25
P22-01208	Amazon Com	MARSHALL	Mat/Supp-Instructional	107.29
P22-01209	Ventura Co Star	PURCHASING	SERV/ LEGAL AD	517.90
P22-01210	Lakeshore Learning Materials	LEMONWOOD	MATL/SUPP	217.41
P22-01211	Office Depot Bus Ser Div	HARRINGTON	MATERIALS & SUPPLIES	1,000.00
P22-01212	Amazon Com	RAMONA	PBIS poster supplies-Grommets	55.97
P22-01213	Amazon Com	KAMALA	Materials & Supplies-Instructional	3,100.98
P22-01214	Amazon Com	KAMALA	Materials & Supplies-Instructional	1,268.58
P22-01215	Amazon Com	KAMALA	Materials & Supplies-Ins	418.09
P22-01216	Amazon Com	LEMONWOOD	BOOKS	33.14
P22-01217	Amazon Com	KAMALA	Materials & Supplies	12.99
P22-01218	Walmart	KAMALA	Materials & Supplies-Inst	128.92
P22-01219	Demco Inc	DRIFFILL	MATL/SUPP-instructional	239.15
P22-01220	SCHOOL TECH SUPPLY	LEMONWOOD	COMPUTER SUPPLIES	436.10
P22-01221	Amazon Com	DRIFFILL	MATL/SUPP-instructional	489.07
P22-01222	Lowe's	ASES	MTRL/SUPL	31.94
P22-01223	Uline	ASES	MTRL/SUPL	230.89
P22-01224	WET	LEMONWOOD	MATL/SUPP	480.70
P22-01225	SCHOOL TECH SUPPLY	IT	MAT/SUP	2,981.26
P22-01226	Curriculum Associates Inc	ASSESS ACCOUN	License Curriculum - CARES Act OL Guadalupe	20,740.00

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

ESCAPE ONLINE

Page 2 of 13

Includes Purchase Orders dated 09/04/2021 - 10/05/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P22-01227	SCHOOL TECH SUPPLY	MARSHALL	Matl/Supp-Instructional	1,569.92
P22-01228	Houghton Mifflin Harcourt	ERC	MATLS/SUPPL-SOFTWARE	2,414.43
P22-01229	GOBULK.COM	LEMONWOOD	MAT/SUPPLIES (Instructional)	1,278.96
P22-01230	School Tech Supply	SUPERINTENDEN	MATL/SUP	193.37
P22-01231	LEONARDO SAUCEDO LEON AUTO BOD Y SHOP	FACILITIES	Repairs / Vehicle #193	2,489.19
P22-01232	SCHOOL TECH SUPPLY	IT	Comp Sup	1,206.12
P22-01233	CARD INTEGRATORS CORPORATION C I SOLUTIONS	TRANSPORTATIO	SUPPLIES & EQUIPMENT. STUDENT ID BADGE PRINTER	10,967.51
P22-01234	HEALTH 4 HIRE, INC	ED SERVICES	Conf-	3,874.00
P22-01235	Office Depot Bus Ser Div	SAN MIGUEL	Materials & Supplies- Infant	1,315.86
P22-01236	Amazon Com	LEMONWOOD	MATL/SUPP	1,071.82
P22-01237	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	MARSHALL	Matl/Supp-Instructional	6,027.87
P22-01238	CPI	Special Ed	MEMBERSHIP (GARCIA-THOMAS)	150.00
P22-01239	SCHOOL'S IN, LLC	Special Ed	MATLS (A. FLORES-OT)	288.66
P22-01240	Lakeshore Learning Materials	MARSHALL	Matl/Supp-Instructional	120.14
P22-01241	Presentation Products Inc DBA Spinitar	FREMONT	Materials and Supplies	655.43
P22-01242	Corwin Press Inc	Special Ed	MATLS/SUPPL (BOOKS)	592.69
P22-01243	Amazon Com	FREMONT	Materials and Supplies (Instructional)	15.27
P22-01244	Amazon Com	Special Ed	MATLS (J. MELLRING)	133.37
P22-01245	Amazon Com	MARSHALL	Matl/Supp-Instructional	325.38
P22-01246	Amazon Com	MARSHALL	Matl/Supp-Instructional	113.83
P22-01247	Amazon Com	FREMONT	Materials and Supplies (Instructional)	50.90
P22-01248	Amazon Com	FREMONT	Materials and Supplies (Instructional)	253.88
P22-01249	Amazon Com	Special Ed	MATLS/SUPPL (BOOKS)	923.06
P22-01250	Amazon Com	Special Ed	MATL/SUP (A. Newton)	158.11
P22-01251	Amazon Com	KAMALA	Materials & Supplies-Inst	154.97
P22-01252	Amazon Com	KAMALA	Materials & Supplies-Inst	41.73
P22-01253	Amazon Com	Special Ed	MATL/SUP (C.Wu)	189.47
P22-01254	Amazon Com	SAN MIGUEL	Materials & Supplies	66.06
P22-01255	Amazon Com	Special Ed	MATL/SUP (A.Newton)	26.87
P22-01256	Amazon Com	Special Ed	MATL/SUP (E. Rivera)	189.44
P22-01257	Amazon Com	Special Ed	MATL/SUP (A.Newton)	58.88
P22-01258	Amazon Com	Special Ed	MATL/SUP (S. Gutierrez)	297.56
P22-01259	Amazon Com	Special Ed	MATL/SUP (E.Dowd)	121.19
P22-01260	GATEWAY EDUCATION HOLDINGS LLC SAVVAS LEARNING CO., LLC	ERC	Textbooks	6,714.64
P22-01261	Walmart	DRIFFILL	MATL/SUPP-instructional	230.52
P22-01262	Staples Direct	Special Ed	MATL/SUP (N.Crilly)	40.96
P22-01263	Walmart	DRIFFILL	MATL/SUPP-instructional	234.89
P22-01264	Office Depot Bus Ser Div	SORIA	Matls/Sups - Instructional	345.67
P22-01265	Home Depot Inc	FREMONT	Materials and Supplies	98.33
P22-01266	Amazon Com	DRIFFILL	MATL/SUPP-instructional	340.13
P22-01267	Amazon Com	DRIFFILL	MATL/SUPP-instructional	135.21
P22-01268	Amazon Com	DRIFFILL	MATL/SUPP-instructional	282.99
P22-01269	Amazon Com	KAMALA	Materials & Supplies-Inst	264.72
P22-01270	Ashton Awards Inc Aswell Troph y	Special Ed	MATLS	1,000.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-01271	SCHOOL TECH SUPPLY	Special Ed	MATL/SUP (SpEd)	546.14
P22-01272	SCHOOL TECH SUPPLY	Special Ed	MATL/EQUIP (A.Lee)	2,123.82
P22-01273	Lakeshore Learning Materials	DRIFFILL	MATL/SUPP-instructional	197.63
P22-01274	Morris Printing Group, Inc Sch ool Mate	DRIFFILL	MATL/SUPP-instructional	339.22
P22-01275	Printech	HARRINGTON	MATERIALS & SUPPLIES	426.75
P22-01276	Lakeshore Learning Materials	Special Ed	MATL/SUP (N. Crilly)	129.96
P22-01277	Pearson Education	Special Ed	SERV	750.00
P22-01278	Printech	DRIFFILL	MATL/SUPP-instructional	2,500.00
P22-01279	Lakeshore Learning Materials	KAMALA	Materials & Supplies-Inst	163.81
P22-01280	Blackboard Inc	SUPERINTENDEN	SOFTWARE/SERV LCAP 3.01	88,392.37
P22-01281	POSTCARDGURU PRINT & PROMO	DISTRICT OFFICE	SIGNAGE (M Batista)	898.04
P22-01282	SAN JOAQUIN COUNTY OFC OF ED	HR	Conf-	900.00
P22-01283	Dept.of General Svcs Office of Admin Hearings	HR	SERV	64.00
P22-01284	Social Thinking Publishing	Special Ed	MATLS (AUT & TLC)	7,267.62
P22-01285	ACSA/FEA	HR	Conf-	1,098.00
P22-01286	School Employers Assoc Of Ca	HR	Memb-	2,348.00
P22-01287	SCHOOL TECH SUPPLY	HR	EQUIP	73.54
P22-01288	MATTHEW D. BARKER ACOUSTIC PIO NEER LTD	Special Ed	SERV	200.00
P22-01289	SCHOOL TECH SUPPLY	CNS	MATL/SUP	524.39
P22-01290	Edpuzzle Inc	FREMONT	ONLINE SUBSCRIPTION (INSTRUCTIONAL)	1,450.00
P22-01291	CDW G	IT	Software-Zoom Webinar	1,380.00
P22-01292	Amazon Com	CNS	MATL/SUP	113.82
P22-01293	APPA, THE ASSOC. OF HIGHER EDU . FACILITIES OFFICERS	FACILITIES	Materials and Supplies	2,485.21
P22-01294	Lakeshore Learning Materials	ELM	MATL/SUPP-INSTRUCTIONAL	21.84
P22-01295	GREENWOOD PUB GROUP LLC HEINEM ANN	LOPEZ	MATL/SUPPLY-INSTRUCTION	104.34
P22-01296	Teachers Pay Teachers	LEMONWOOD	MATL/SUPP	71.00
P22-01297	Amazon Com	SORIA	Matls/Sup - Instructional	324.90
P22-01298	Amazon Com	SAN MIGUEL	Materials & Supplies	481.77
P22-01299	Amazon Com	LOPEZ	MATL/SUPPLY-INSTRUCTION	1,333.57
P22-01300	Amazon Com	ED SERVICES	MTL/SUP	538.34
P22-01301	VENTURA CO SCHOOL BOARDS ASSOC ATTN EFRAIN CAZARES	SUPERINTENDEN	Membership	200.00
P22-01302	Amazon Com	CURREN	matl/sup - instructional	1,490.28
P22-01303	Amazon Com	RAMONA	Matl/supplies- PBIS Colored Cones	149.21
P22-01304	Lakeshore Learning Materials	LEMONWOOD	MATL/SUPP	80.82
P22-01305	Amazon Com	LEMONWOOD	MATL/SUPP	293.59
P22-01306	Amazon Com	FACILITIES	Materials and Supplies	40.52
P22-01307	Amazon Com	FACILITIES	Materials and Supplies	188.39
P22-01308	Amazon Com	FACILITIES	Materials and Supplies	235.64
P22-01309	SCSNA	CNS	conference	140.00
P22-01310	Office Depot Bus Ser Div	MCAULIFFE	Matl/Supp- Instructional	21.46
P22-01311	SCHOOL TECH SUPPLY	ED SERVICES	Supplies	3,944.96

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-01312	READING HORIZONS	ERC	MATLS/SUPPL-SOFTWARE	176,500.00
P22-01313	CN School & Office Sol, Inc Cu Iver-Newlin	TRANSPORTATIO	MTLS/TABLE	421.83
P22-01314	VARI SALES CORP.	PURCHASING	MTLS/SUPL (A.COLEMAN)	707.94
P22-01315	SCHOOL TECH SUPPLY	PURCHASING	MTLS/SUPL (A.COLEMAN)	50.21
P22-01316	CN School & Office Sol, Inc Cu Iver-Newlin	SUPERINTENDEN	TABLE/CHAIRS FOR BRD RM	17,458.94
P22-01317	US Air Conditioning Dist	FACILITIES	HVAC Materials and Supplies	37,800.50
P22-01318	J AND A WELDING SERVICES INC	FACILITIES	Professional Services	3,000.00
P22-01319	CURVATURE LLC	HR	EQUIP	202.73
P22-01320	Amazon Com	ELM	COMPUTER SUPPLIES	143.07
P22-01322	Office Depot Bus Ser Div	ERC	Supplies	293.42
P22-01323	ADV MEDICAL PERSONNEL SVCS INC	Special Ed	SERV(J. RODDIS)	129,920.00
P22-01324	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,175.07
P22-01325	BARNES AND NOBLE BOOKSELLERS, INC.	SAN MIGUEL	Books Other Than Textbooks	837.73
P22-01326	Positive Promotions	RAMONA	Matl/Supplies-Red Ribbon Week Incentives	425.31
P22-01327	VARI SALES CORP.	CURREN	matl/sup - instructional	132.74
P22-01328	Veritiv Operating Company	WAREHOUSE	Stores Supplies	5,346.43
P22-01329	Lakeshore Learning Materials	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	370.23
P22-01330	SCHOLASTIC-TEACHER STORE	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	134.56
P22-01331	Petroleum Telcom Inc DBA Telec om	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	1,660.60
P22-01332	Laser Toner & Computer Supply	BREKKE	Ink for office	1,092.50
P22-01333	SOUTHEAST LOCK SUPPLY LLC	FRANK	Matl-Supplies Instructional	1,873.17
P22-01334	Pacific Northwest Publishing A ncora Publishing	Special Ed	MATLS (AUT & TLC)	7,642.28
P22-01335	Lakeshore Learning Materials	BREKKE	Materials and Supplies	253.27
P22-01336	SCHOOL TECH SUPPLY	IT	Comp Equip	274.39
P22-01337	SCHOLASTIC-TEACHER STORE	FRANK	Books - Instructional	2,752.17
P22-01338	CENTER FOR MATHEMATICS & TEACH ING INC	LOPEZ	MATL/SUPPLY-INSTRUCTION	1,669.50
P22-01339	PANERA BREAD COMPANY PANERA LL C	ED SERVICES	MATL/SUP	2,000.00
P22-01340	Gopher Sport	PURCHASING	MTLS/SUPL	6,117.24
P22-01341	Maps.com LLC	ED SERVICES	Supp-	666.96
P22-01342	Printech	SIERRA LINDA	MATL/SUPP (Duplo)	1,638.75
P22-01343	Petesehria, LLC PizzaMan Dan's	HR	Supp- Recruitments	546.25
P22-01344	Amazon Com	LOPEZ	MATL/SUPPLY-INSTRUCTION	199.10
P22-01345	Amazon Com	SAN MIGUEL	Materials & Supplies	219.13
P22-01346	Amazon Com	Special Ed	Matl's	50.01
P22-01347	Amazon Com	Special Ed	Matl's	77.90
P22-01348	Amazon Com	FRANK	Matl/Sup - Instructional	370.00
P22-01349	Amazon Com	LOPEZ	MATL/SUPPLY-INSTRUCTION	300.79
P22-01350	Amazon Com	Special Ed	MATL/SUP (E.Rivera)	23.84
P22-01351	Amazon Com	IT	MAT/SUP	162.07
P22-01352	Lakeshore Learning Materials	LEMONWOOD	MATL/SUPP	227.19

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-01353	Office Depot Bus Ser Div	FRANK	Mats & Sup. - Instructional	143.33
P22-01354	NORTHERN SPEECH SERVICES, INC	Special Ed	MAT/SUPL	646.98
P22-01355	Grainger Inc	WAREHOUSE	Stores Supplies	351.48
P22-01356	SONOVA USA INC	Pupil Srvs	MAT/SUP- Lanyards DHH	52.77
P22-01357	Kelly Paper	GRAPHICS	Materials and Supplies	1,884.84
P22-01358	Office Depot Bus Ser Div	BREKKE	Materials and supplies	235.97
P22-01359	Green Thumb International	CNS	MATL/SUP	500.00
P22-01360	Amazon Com	SORIA	Mats/Sup - Instructional	295.73
P22-01361	Walmart	RITCHEN	MATL/SUP-Instructional	500.00
P22-01362	Amazon Com	Special Ed	MATLS (BEHAVIOR TEAM)	364.23
P22-01363	Amazon Com	Special Ed	MATLS (BEHAVIOR TEAM)	317.93
P22-01364	Amazon Com	Special Ed	MATLS (BEHAVIOR TEAM)	313.45
P22-01365	Amazon Com	RITCHEN	MATL/SUP-Instructional	616.03
P22-01366	Ventura Co Office Of Education	BUSINESS	SERV-Annual Escape/Frontline LCAP 4.04	167,457.00
P22-01367	Ventura Co Office Of Education	BUSINESS	SERV-Annual Q-SIS Hosting LCAP 4.04	155,317.00
P22-01368	Office Depot Bus Ser Div	SORIA	Mats/Sup - Instructional	92.78
P22-01369	Office Depot Bus Ser Div	SORIA	Mats/Sup - Instructional	217.10
P22-01370	Lowe's	SORIA	Mats/Sup - Instructional	212.99
P22-01371	Hand2mind	ASES	MTRL/SUPL	742.53
P22-01372	SCHOOL TECH SUPPLY	RITCHEN	Computer Supplies-Instructional	2,351.06
P22-01373	GREENWOOD PUB GROUP LLC HEINEM ANN	KAMALA	Materials & Supplies-Instructional	506.81
P22-01374	SMART AND FINAL-C.I. BLVD	ED SERVICES	MATL/SUP LCAP 1.9/LCFF (NGSS-Science Pilot)	500.00
P22-01375	SCHOOL TECH SUPPLY	ED SERVICES	MTLS- LCAP 1.20 (LCFF)	54.61
P22-01376	JEFFREY L. HIGGINS PRO SHARP	CNS	services	3,000.00
P22-01377	Amazon Com	ED SERVICES	MTLS- LCAP 1.20 (LCFF)	512.18
P22-01378	ADV MEDICAL PERSONNEL SVCS INC	Special Ed	SERV(L. SALGADO)	47,600.00
P22-01379	Amazon Com	Special Ed	MATLS (BEHAVIOR TEAM)	1,381.48
P22-01380	Amazon Com	RITCHEN	MATL/SUP-Instructional	1,731.15
P22-01381	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP LCAP 1.9/LCFF (NGSS-Science Pilot)	500.00
P22-01382	Lowe's	ED SERVICES	MATL/SUP LCAP 1.9/LCFF (NGSS-Science Pilot)	1,000.00
P22-01383	Amazon Com	KAMALA	Materials & Supplies-Inst	1,372.44
P22-01384	CN School & Office Sol, Inc Cu Iver-Newlin	PURCHASING	EQUIP/ESSER III/CAFETERIA TABLES	810,914.60
P22-01385	READING HORIZONS	ERC	Textbooks	68,426.76
P22-01386	IMAGE ONE CORP	BUSINESS	SERV LCFF Scanning LCAP 4.04	6,382.24
P22-01387	BSN Sports	WAREHOUSE	Stores Supplies	78.66
P22-01388	Rochester 100, Inc	HARRINGTON	Mat/Sup - Instruction	64.40
P22-01389	Lakeshore Learning Materials	HARRINGTON	Mat/Sup - Instruction	277.35
P22-01390	Apple Computer Inc	HARRINGTON	MATERIALS & SUPPLIES	83.03
P22-01391	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	516.75
P22-01392	General Binding Corp.	CURREN	MAINT	552.61
P22-01393	View Plus Technologies, Inc	Special Ed	MATL (VI)	406.83

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-01394	SCHOOL TECH SUPPLY	ASES	MTRL/SUP	10,800.75
P22-01395	SCHOOL TECH SUPPLY	ASES	MTRL/SUP	8,100.56
P22-01396	Petroleum Telcom Inc DBA Telecom	ASES	MTRL/SUPL	20,872.21
P22-01397	Demco Inc	BREKKE	Librarian Supplies	88.83
P22-01398	SCHOOL TECH SUPPLY	Special Ed	COMP/EQUIP	2,092.98
P22-01399	Rosetta Stone Ltd	ENGLISH LEARNE	Online License/Distance Learning	3,875.00
P22-01400	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	7,521.25
P22-01401	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	11,930.68
P22-01402	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	3,453.39
P22-01403	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	8,454.86
P22-01404	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	11,479.55
P22-01405	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	7,521.25
P22-01406	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	11,930.68
P22-01407	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	7,521.25
P22-01408	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	4,067.86
P22-01409	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	1,351.97
P22-01410	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	7,521.25
P22-01411	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	4,793.07
P22-01412	SCHOLASTIC-MAGAZINES	RITCHEN	MATL/SUP-Instructional	2,101.97
P22-01413	Office Depot Bus Ser Div	ROSE	Mat/Sup - Instruction	755.98
P22-01414	SCHOLASTIC-MAGAZINES	SORIA	Mats/Sup - Instructional	3,808.84
P22-01415	SCHOOL TECH SUPPLY	IT	Comp Equip-LCAP 1.07	49,968.00
P22-01416	General Binding Corp.	SIERRA LINDA	MAINT-instruction	668.43
P22-01417	General Binding Corp.	RAMONA	MAINT	552.61
P22-01418	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	11,930.68
P22-01419	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	1,159.69
P22-01420	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	11,930.68
P22-01421	GREENWOOD PUB GROUP LLC HEINEM ANN	ERC	Textbooks	4,671.03
P22-01422	Smart And Final Iris Co	SIERRA LINDA	MATL/SUPP (Parent meetings)	1,000.00
P22-01423	Amazon Com	PURCHASING	MTLS/SUPL (N95 MASKS)	5,459.77
P22-01424	Uline	ERC	Supplies	652.34
P22-01425	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,055.07
P22-01426	Epes Software	CHAVEZ	SOFTWARE-LIC APPLICATIONS-INSTRUCTIONAL	173.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-01427	CURVATURE, INC CURVATURE LLC	FACILITIES	Materials and Supplies	114.60
P22-01428	Veritiv Operating Company	WAREHOUSE	Stores Supplies	14,902.79
P22-01429	SCHOOL SERVICES OF CALIFORNIA, INC.	BUDGET	CONF-webinar. J.Marquez/M.Duenez	550.00
P22-01430	SCHOOL SERVICES OF CALIFORNIA, INC.	BUDGET	CONF-webinar. Mary/J.Marquez/M.Duenez	825.00
P22-01431	Lakeshore Learning Materials	RITCHEN	Mat/Sup - Instruction	6,377.17
P22-01432	Smart And Final Iris Co	LOPEZ	MATL/SUPPLY-INSTRUCTION	150.00
P22-01433	Learning Without Tears	ERC	Textbooks	552.81
P22-01434	Lakeshore Learning Materials-V	LEMONWOOD	MATL/SUPP	546.25
P22-01435	LA LIBRERIA INC	ERC	Books	226,540.80
P22-01436	Food Safety Systems	CNS	consulting	47,360.00
P22-01437	APPLE INC EDUCATION	LEMONWOOD	COMP/SUPP	408.60
P22-01438	CDW G	HARRINGTON	MATERIALS & SUPPLIES	117.74
P22-01439	Bergman Attorneys PC	BUSINESS	SERV-attorney fees, SPED	15,000.00
P22-01440	Dept Of Toxic Substances Ctr	BUSINESS	Environ Fees/Annual/Doris & Patterson	2,802.00
P22-01441	Dept Of Toxic Substances Ctr	BUSINESS	Environ Fees/Annual/Lemonwood	5,862.00
P22-01442	SCHOOL TECH SUPPLY	ASES	MATL/SUP	82,303.05
P22-01443	Lakeshore Learning Materials	ROSE	Mat/Sup - Instruction	1,763.30
P22-01444	Lakeshore Learning Materials	SIERRA LINDA	Mat-Sup Instruction	1,379.11
P22-01445	Lakeshore Learning Materials	ELM	MATL/SUPP-INSTRUCTIONAL	925.65
P22-01446	Amazon Com	RAMONA	PBIS rules regs Playground Marking Poles (amazon)	363.76
P22-01447	Amazon Com	RAMONA	Unit Manipulatives (Amazon)-DLI Boards	810.66
P22-01448	Amazon Com	RAMONA	Matl/supplies-PE Soccer Nets	118.02
P22-01449	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	681.85
P22-01450	Amazon Com	ASSESS ACCOUNT	Mat/sup - CARES ACT Santa Clara Private School	6,236.41
P22-01451	Amazon Com	LEMONWOOD	BOOKS	704.68
P22-01452	Amazon Com	LEMONWOOD	MATL/SUPP	116.70
P22-01453	CALIF SCHOOL NUTRITION ASSOC.	CNS	conference	365.00
P22-01454	SCHOLASTIC INC	MCAULIFFE	Subscription	462.34
P22-01455	Hyatt Regency Sacramento	CNS	HOTEL/CONF	727.25
P22-01456	Southwest Airlines	CNS	TRAVEL/CONF	197.96
P22-01457	Amazon Com	MCAULIFFE	Material/Supplies-Instructional	204.99
P22-01458	LATINO FILM INSTITUTE YOUTH CI NEMA PROJECT	ED SERVICES	T1/SERV	101,903.70
P22-01459	Blackboard Inc	ED SERVICES	SERV/T1	12,916.00
P22-01460	Gopher Sport	LEMONWOOD	MATL/SUPP	1,026.36
P22-01461	School Health Corporation	WAREHOUSE	Stores Supplies	557.18
P22-01462	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	578.31
P22-01463	JERRY HILL HILLS AUTOMOTIVE SERVICE	FACILITIES	Professional Services / Uniforms	123.00
P22-01465	Amazon Com	FACILITIES	Materials and Supplies	55.91
P22-01466	Uline	WAREHOUSE	Stores Supplies	641.09
P22-01467	Amazon Com	CNS	MATL/SUP	357.05
P22-01468	HOPSKIPDRIVE INC.	TRANSPORTATION	SERV	75,000.00
P22-01469	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,170.64

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PO Number	Vendor Name	Loc	Description	Order Amount
P22-01470	Gopher Sport	KAMALA	Materials & Supplies-Inst	6,012.38
P22-01471	Perma Bound Books	RAMONA	Books other than text-3rd grade DLI Class Library	3,139.32
P22-01472	Rochester 100, Inc	MARSHALL	Matl/Supp- Instructional	554.44
P22-01473	Lakeshore Learning Materials	MARSHALL	Matl/Supp-Instructional	725.09
P22-01474	Printech	MARSHALL	Matl/Supp-Instructional	1,092.50
P22-01475	RUBBER NECK SIGNS	RAMONA	PopUp Tent weights for Social Distance Eating	491.63
P22-01476	Tech-Wall Of Ventura Inc	FACILITIES	Professional Services / HR Office	2,447.20
P22-01477	Troxell Communications, Inc	ELM	MATL/SUPP-INSTRUCTIONAL	1,469.41
P22-01478	Aurelio Gonzalez Famous Taco Bar Catering	SIERRA LINDA	matl/supp-catering for SIP day	819.38
P22-01479	NIMCO INC	ELM	MATL/SUPP-INSTRUCTIONAL	710.45
P22-01480	Furagganan Lemonnier Group dba . Breakers Stereo & Perf.	FACILITIES	Professional Services	2,185.00
P22-01481	Office Depot Bus Ser Div	SORIA	Mats/Sup - Instructional	31.87
P22-01482	Office Depot Bus Ser Div	SORIA	Mats/Sup - Instructional	34.64
P22-01483	Siemens Industry, Inc	FACILITIES	Professional Services / Marshall	3,121.00
P22-01484	Able Ribbon Technology, Inc.	SORIA	Mats/Sup - Instructional	404.23
P22-01485	HECTOR RAMOS OUTCAST SPORTS AND APPAREL	SORIA	Mats/Sup - Instructional	794.25
P22-01486	Amazon Com	SORIA	Mats/Sup - Instructional	95.35
P22-01487	Amazon Com	SORIA	Mats/Sup - Instructional	71.38
P22-01488	Amazon Com	FACILITIES	Material and Supplies	226.46
P22-01489	Amazon Com	FACILITIES	Custodial Material and Supplies	226.46
P22-01490	Amazon Com	SORIA	Mats/Sup - Instructional	164.91
P22-01491	Amazon Com	SORIA	BKS - Instructional	127.60
P22-01492	Amazon Com	CURREN	matl/sup - instructiona	658.77
P22-01493	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	206.37
P22-01494	EVENTBRITE, INC	DRIFFILL	CONF-instructional	400.00
P22-01495	EVENTBRITE, INC	DRIFFILL	CONF-parent participation	300.00
P22-01496	Positive Promotions	CURREN	matl/sup - instructional	499.66
P22-01497	Amazon Com	LEMONWOOD	MATL/SUPP	172.00
P22-01498	SCHOOL SERVICES OF CALIFORNIA, INC.	BUSINESS	CONF-webinar.R.Quinto 11-2-21	275.00
P22-01499	CASBO	BUSINESS	CONF-Webinar.P.Lomeli.11-9-21	255.00
P22-01500	IMAGE APPAREL FOR BUSINESS	CUSTODIAL	SERV (21-22 CUSTODIAL UNIFORMS)	7,123.46
P22-01501	COUNTY OF VENTURA COUNTY HUMAN SVCS AGENCY	Pupil Svcs	MAA/SERV	133,552.00
P22-01502	CN School & Office Sol, Inc Cui Iver-Newlin	FRANK	Matl/Sup - Principal Office	4,911.90
P22-01503	JW MARRIOTT RESORT & SPA	SUPERINTENDEN	Travel and Conference	866.52
P22-01504	ACSA/FEA	SUPERINTENDEN	ACSA - 2022 Every Child Counts Symposium	550.00
P22-01505	PEEBEE & JAY PH	SUPERINTENDEN	Blanket Purchase Order	750.00
P22-01506	CALIFORNIA ASSOCIATION OF BOND OVERSIGHT COMMITTEES	BUSINESS	CONF-webinar.Quinto,Miller,Lomeli	100.00
P22-01507	TRI-SIGNAL INTEGRATION, INC.	FACILITIES	Professional Services / Brekke	900.00
P22-01508	TRI-SIGNAL INTEGRATION, INC.	FACILITIES	Professional Services / Harrington	900.00
P22-01509	TRI-SIGNAL INTEGRATION, INC.	FACILITIES	Professioanl Services / Kamala	1,350.00

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

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Includes Purchase Orders dated 09/04/2021 - 10/05/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P22-01510	TRI-SIGNAL INTEGRATION, INC.	FACILITIES	Professional Services / Lemonwood	450.00
P22-01511	TRI-SIGNAL INTEGRATION, INC.	FACILITIES	Professional Services / Marshall	1,350.00
P22-01512	TRI-SIGNAL INTEGRATION, INC.	FACILITIES	Professional Services / Soria	1,350.00
P22-01513	Lakeshore Learning Materials	FRANK	MATL/SUP - Instructional	179.05
P22-01514	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	C&I	Books (LCAP 1.3) ELO	1,081.58
P22-01515	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	C&I	Books (LCAP 1.3) ELO	1,171.71
P22-01516	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	C&I	Books (LCAP 1.3) ELO	1,183.06
P22-01517	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	C&I	Books (LCAP 1.3) ELO	721.05
P22-01518	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	C&I	Books (LCAP 1.3) ELO	991.44
P22-01519	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	C&I	Books (LCAP 1.3) ELO	1,171.71
P22-01520	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	C&I	Books (LCAP 1.3) ELO	1,171.71
P22-01521	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	C&I	Books (LCAP 1.3) ELO	90.13
P22-01522	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	C&I	Books (LCAP 1.3) ELO	811.18
P22-01523	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	C&I	Books (LCAP 1.3) ELO	721.05
P22-01524	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	C&I	Books (LCAP 1.3) ELO	991.44
P22-01525	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	C&I	Books (LCAP 1.3) ELO	180.26
P22-01526	Carolina Biological Supply	C&I	MATL/SUP LCAP 1.9/LCFF (Science K-5 Pilot)	207.73
P22-01527	Carolina Biological Supply	C&I	MATL/SUP LCAP 1.9/LCFF (Science K-5 Pilot)	565.25
P22-01528	Carolina Biological Supply	C&I	MATL/SUP LCAP 1.9/LCFF (Science K-5 Pilot)	366.22
P22-01529	Carolina Biological Supply	C&I	MATL/SUP LCAP 1.9/LCFF (Science K-5 Pilot)	482.12
P22-01530	Carolina Biological Supply	C&I	MATL/SUP LCAP 1.9/LCFF (Science K-5 Pilot)	158.48
P22-01531	Carolina Biological Supply	C&I	MATL/SUP LCAP 1.9/LCFF (Science K-5 Pilot)	167.14
P22-01532	Carolina Biological Supply	C&I	MATL/SUP LCAP 1.9/LCFF (Science K-5 Pilot)	415.47
P22-01533	B & H Foto & Electronics Corp	ASES	MTRL/SUP	19,621.30
P22-01534	Ashton Awards Inc Aswell Troph y	HR	MATL/SUP	26.22
P22-01535	250 MILLS LLC POSTERMYWALL	DISTRICT OFFICE	SUBSCRIPTION (M Batista)	99.95
P22-01536	SCHOOL TECH SUPPLY	RITCHEN	Computer Supplies-Instructional	131.08
P22-01537	SCHOLASTIC-TEACHER STORE	FREMONT	BOOKS - INSTRUCTIONAL	119.25
P22-01538	Wiley Publishing, Inc	Special Ed	MAT/SUPL	299.05
P22-01539	SCHOLASTIC-TEACHER STORE	FREMONT	BOOKS - INSTRUCTIONAL	199.96
P22-01540	Really Good Stuff	MCKINNA	Matl/sup-instructional	277.77
P22-01541	Pearson Education	Special Ed	MAT/SUPL	1,070.07
P22-01542	Lakeshore Learning Materials	KAMALA	Materials & Supplies-Instr	128.71

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Includes Purchase Orders dated 09/04/2021 - 10/05/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P22-01543	MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES	Special Ed	MAT/SUPL	782.28
P22-01544	Mystery Science Inc	C&I	INSTR MATLS (LCAP 1.9) LCFF Staff Dev	753.32
P22-01545	Zilprint Publishing	Special Ed	MAT/SUPL	214.65
P22-01546	ORIENTAL TRADING COMPANY	MCKINNA	mat/siup-instructional	114.49
P22-01547	Positive Promotions	MCKINNA	Mat/sup-instructional	747.40
P22-01548	Super Duper Inc	Special Ed	MATL/SUP (C.Torres)	89.32
P22-01549	ZOO-PHONICS, INC	MARINA	MATL/SUPL-Instructional	131.06
P22-01550	Ashton Awards Inc Aswell Troph y	CURREN	mat/sup - instructional	87.35
P22-01551	EL POLLO NORTENO INC	CURREN	mat/sup - instructional	942.17
P22-01552	Bjorem Speech Publications	Special Ed	MATL/SUP (C.Torres)	59.63
P22-01553	PARAGON SYSTEMS, INC	IT	SERV-Board Room	3,275.00
P22-01554	Superior Sanitary Supplies	DRIFFILL	mat/supp-instructional	184.89
P22-01555	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	6,286.98
P22-01556	Super Duper Inc	Special Ed	MATL/SUP (D. Vail)	295.33
P22-01557	Affordable Tables And Chairs	DISTRICT OFFICE	RECRUITMENT (Job Fair Equip)	810.00
P22-01558	American Speech Language Heari ing Assoc.	DISTRICT OFFICE	RECRUITMENT (ASHA Exhibit Booth)	950.00
P22-01559	Super Duper Inc	Special Ed	MATL/SUP (C. Spencer)	174.64
P22-01560	Teachers Pay Teachers	Special Ed	MATL/SUP (C. Spencer)	95.47
P22-01561	NIMCO INC	MARINA	MATL/SUPL-Instructional	737.92
P22-01562	LINDA WIELAND ENDLEAF EDITING LLC	C&I	Serv-LCAP 1.9 (LCFF)	750.00
P22-01563	Exceptional Teaching Inc	Special Ed	MATL/SUP (VI)	103.79
P22-01564	Vogue Sign Company	HR	MTRL/SUPL	600.88
P22-01565	Lakeshore Learning Materials	RITCHEN	MATL/SUP-Instructional	212.60
P22-01566	NANCY PAULSON EXTREME MATH	ASES	MTRL/SUP	1,431.00
P22-01567	NANCY PAULSON EXTREME MATH	ASES	MTRL/SUP	2,000.00
P22-01568	SPEECH CORNER	Special Ed	MATL/SUP (C. Torres)	120.40
P22-01569	Office Depot Bus Ser Div	SORIA	Mats/Sup - Instructional	254.77
P22-01570	PORTOLA HOTEL & SPA	HR	Conf-	2,434.98
P22-01571	Amazon Com	Special Ed	MATL/SUP (E.Dowd)	25.32
P22-01572	Amazon Com	RITCHEN	MATL/SUP-Instructional	83.34
P22-01573	Amazon Com	RITCHEN	MATL/SUP-Instructional	104.27
P22-01574	Amazon Com	MARINA	MATL/SUPL-Instructional	296.07
P22-01575	Amazon Com	RITCHEN	MATL/SUP-Instructional	411.50
P22-01576	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES - INSTRUCTION	65.54
P22-01577	Amazon Com	FRANK	MATL/SUP - INSTRUCTIONAL - INSTRUCTIONAL	63.92
P22-01578	Amazon Com	ASES	MATL/SUP	246.24
P22-01579	Amazon Com	MCAULIFFE	Material/Supplies-Instruction	75.09
P22-01580	Amazon Com	MARINA	MATL/SUPL-Instructional	360.74
P22-01581	Amazon Com	MARINA	MATL/SUPL-Instr	108.11
P22-01582	Amazon Com	MARINA	MATL/SUPL-Instructional	125.63
P22-01583	POSTCARDGURU PRINT & PROMO	DISTRICT OFFICE	MATL/SUPP (Tablecloths)	2,368.08

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ESCAPE ONLINE

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Includes Purchase Orders dated 09/04/2021 - 10/05/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P22-01584	CABE VTA CO CHAPTER ATTN DR S OLEDAD MOLINAR	ED SERVICES	Conf-	600.00
Total Number of POs			439	Total
				<u>3,475,676.57</u>

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	410	3,333,075.36
120	CHILD DEVELOPMENT FUND	8	46,859.31
130	CAFETERIA FUND	19	87,077.90
214	BOND FUND MEASURE D 2016	2	8,664.00
Total Fiscal Year 2022			<u>3,475,676.57</u>
Total			<u>3,475,676.57</u>

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Includes Purchase Orders dated 09/04/2021 - 10/05/2021

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P18-01420	1,905,811.80	214-6210	BOND FUND MEASURE D 2016/ARCHITECT/ENGINEERII	122,650.00
P21-03722	204,565.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	10,625.00
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	25,000.00
			Total PO P21-03722	35,625.00
P22-00105	16,650.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00
P22-00168	12,500.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	2,500.00
P22-00195	4,000.00	010-4326	GENERAL FUND/ROOFING SUPPLIES	3,500.00
P22-00233	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P22-00256	3,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P22-00301	8,000.00	010-5632	GENERAL FUND/REPAIRS	760.61
P22-00303	3,000.00	010-4322	GENERAL FUND/FLOOR SUPPLIES	2,000.00
P22-00312	2,000.00	010-4321	GENERAL FUND/ELECTRICAL SUPPLIES	500.00
P22-00314	8,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P22-00333	5,483.75	010-4353	GENERAL FUND/EQUIPMENT PARTS	1,000.00
P22-00613	14,200.00	130-5500	CAFETERIA FUND/OPERATION AND HOUSEKEEPING	.00
P22-00633	43,900.00	010-5900	GENERAL FUND/COMMUNICATIONS	700.00
P22-00723	882.98	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	77.07-
P22-00729	138.84	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	6.36
P22-00757	3,731.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	999.75
P22-00814	500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	314.49
P22-00831	25,327.52	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	327.52
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	432.31
			Total PO P22-00831	759.83
P22-00864	714.36	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	151.37
P22-00887	71,121.75	010-5902	GENERAL FUND/INTERNET SERVICES	58,011.75
P22-00912	847.88	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	34.14
P22-01107	540.72	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	102.92
P22-01110	62.58	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	12.87
P22-01131	28.72	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	28.71-
P22-01132	247.30	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	10.57
P22-01146	16,008.56	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	817.47-
		010-4400	GENERAL FUND/NON-CAP EQUIP (\$500-\$4,999)	3,211.79
			Total PO P22-01146	2,394.32
			Total PO Changes	239,428.20

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: October 20, 2021

Agenda Section: Section C: Consent Agenda

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

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Williams Quarterly Report OCT2021 \(one page\)](#)

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

Fiscal Year 2021-22 District: **Oxnard School District**

Person completing this form: **Dr. Victor M. Torres** Title: **Assistant Superintendent, HR**

Quarterly Report Submission Date: **October 2021 (07/01/21 to 9/30/21)**

Date for information to be reported publicly at governing board meeting: **October 20, 2021**

Please check box that applies:

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

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Karling Aguilera-Fort, Ed.D.

Print Name of District Superintendent

Signature of District Superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: October 20, 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 Oct202021 rev \(three pages\)](#)

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

Christiensen, Elsa	Intervention Specialist Provider	2021/2022 School Year
Hall, Ashley	Speech Language Pathologist	2021/2022 School Year
Hollenbeck, Caitlin	Multiple Subject Teacher	2021/2022 School Year
Lopez, MariLu	Intervention Specialist Provider	2021/2022 School Year
Munninger, Nadia	Science Teacher	2021/2022 School Year
Ruiz, Jazmin	Multiple Subject Teacher	2021/2022 School Year
Samame, Natali	Spanish Teacher	2021/2022 School Year
Varela, Alfredo	Assistant Principal	2021/2022 School Year
Vargas, Alejandra	Spanish Teacher	2021/2022 School Year
West, Debra	Assistant Principal	2021/2022 School Year
Zepeda, Florence	Speech Language Pathologist	2021/2022 School Year
Aguilar, Jazmin	Substitute Teacher	2021/2022 School Year
Escalante, Chantal	Substitute Teacher	2021/2022 School Year
Garcia, Christina	Substitute Teacher	2021/2022 School Year
Llamas, Jesus	Substitute Teacher	2021/2022 School Year
Melendez, Jasmine	Substitute Teacher	2021/2022 School Year
Ornelas, Natalie	Substitute Teacher	2021/2022 School Year
Perez, Griselda	Substitute Teacher	2021/2022 School Year
Reynoso, Eduardo	Substitute Teacher	2021/2022 School Year
Tapia, Jorge	Substitute Teacher	2021/2022 School Year
Zizumbo, Laura	Substitute Teacher	2021/2022 School Year

Resignation

Caldwell, Richard	Principal	December 31, 2021
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New Hire

Buenrostro, Yadira	Paraeducator I, Position #7188 Ramona 4.167 hrs./183 days	09/23/2021
Chavez, Jeffrey	Custodian, Position #10467 Facilities 8.0 hrs./246 days	10/04/2021
Chavez, Jose C.	Custodian, Position #10465 Facilities 8.0 hrs./246 days	09/20/2021
Cortez, Alejandro G.	Paraeducator III, Position #9284 Lopez 5.75 hrs./183 days	09/15/2021
Ramos, Natali A.	Speech Language Pathology Assistant, Position #8152 Special Education 8.0 hrs./183 days	10/04/2021
Romero, Jorge	Custodian, Position #10466 Facilities 8.0 hrs./246 days	10/04/2021
Romero Ramirez, Denise	Campus Assistant, Position #8643 McKinna 5.0 hrs./180 days	09/29/2021
Tello, Gabriel	Custodian, Position #10470 Facilities 8.0 hrs./246 days	10/04/2021

Limited Term/Substitute

Blake, Stephanie	Child Nutrition Worker and Clerical (substitute)	09/24/2021
Camarillo, Carmen	Paraeducator (substitute)	10/04/2021
Frausto, Oscar F.	Custodian (substitute)	09/27/2021
Gonzalez, Silvia	Child Nutrition Worker (substitute)	09/30/2021
Herrera, Patrick A.	Custodian (substitute)	09/23/2021
Lopez, Sara I.	Clerical (substitute)	09/01/2021
Meza III, Jesus	Custodian (substitute)	09/27/2021
Perez Jr., Manuel R.	Custodian (substitute)	09/21/2021
Rodriguez, Janice I.	Paraeducator (substitute)	10/04/2021
Romero, Jorge	Custodian (substitute)	09/22/2021
Ruiz, Antonia B.	Child Nutrition Worker (substitute)	09/28/2021
Straus, Michael L.	Paraeducator (substitute)	09/01/2021

Promotion

Covarrubias, Lizette	Senior Payroll Technician, Position #9178 Budget & Finance 8.0 hrs./246 days Payroll Technician, Position #9177 Budget & Finance 8.0 hrs./246 days	10/01/2021
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Reemployment

Camarena, Rosy R.	Office Assistant II, Position #9811 Budget and Finance 8.0 hrs./246 days Office Assistant II, Position #2056 Child Nutrition Services 6.0 hrs./203 days	10/11/2021
Jasso, Maria de Jesus	Office Assistant II, Position #10536 Special Education 8.0 hrs./246 days	10/11/2021
Pena, Sahara	Intermediate School Secretary, Position #9638	10/04/2021

Marshall 8.0 hrs./192 days

Transfer

Mendoza, Maribel	Paraeducator III, Position #10600 Special Education 8.0 hrs./183 days Paraeducator III, Position #6375 Harrington 5.75 hrs./183 days	10/18/2021
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Unpaid Leave of Absence

8717	Custodian, Position #2398 Soria 8.0 hrs./246 days	09/29/2021
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Termination – Job Abandonment

11196	Campus Assistant, Position #6660 Curren 5.75 hrs./180 days	08/27/2021
10490	Paraeducator II, Position #2260 Lopez 5.75 hrs./183 days	10/06/2021

Resignation

Arreola, Kassandra	Paraeducator II, Position #7037 Ramona 5.75 hrs./183 days	09/17/2021
Ayala, Ashley C.	Paraeducator II, Position #9307 Driffill 5.75 hrs./183 days	09/07/2021
Zavala, Laura V.	Paraeducator II, Position #2193 Rose Avenue 5.75 hrs./183 days	10/11/2021

Retirement

Delgado, Elizabeth	Campus Assistant, Position #3016 Marina West 5.0 hrs./180 days	09/30/2021
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: October 20, 2021

Agenda Section: Section C: Consent Agenda

Establishment/Abolishment of Positions (Torres/Nair)

Establish

an eight-hour 246-day Web Content Analyst position number 10722 to be established in the Superintendent's Office. This position will be established to provide district-wide web support.

an eight-hour 246-day Human Resources Manager position number 10693 to be established in the Certificated Human Resources department. This position will be established to provide additional support.

an eight-hour 246-day Accounting Specialist IV position number 10657 to be established in the Budget & Finance department. This position will be established to support the substantial increase in accounting and reporting workload.

a four-hour 246-day Custodian position number 10656 to be established in the Facilities department. This position will be established to support the workload at the Educational Service Center.

an eight-hour 183-day Bus Driver/Mechanic Assistant position number 10694 to be established in the Transportation department. This position will be established to replace Bus Driver position number 24.

an eight-hour 183-day Paraeducator I position number 10658 to be established at Brekke school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10659 to be established at Brekke school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10690 to be established at Chavez school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10686 to be established at Chavez school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10660 to be established at Curren school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10661 to be established at Curren school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10662 to be established at Driffill school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10663 to be established at Driffill school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10664 to be established at Elm school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10665 to be established at Elm school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10666 to be established at Harrington school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10667 to be established at Harrington school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10668 to be established at Kamala school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10669 to be established at Kamala school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10670 to be established at Lemonwood school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10671 to be established at Lemonwood school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10703 to be established at Lemonwood school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10704 to be established at Lemonwood school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10672 to be established at Marina West school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10673 to be established at Marina West school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10691 to be established at Marshall school. This position will be established will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10687 to be established at Marshall school. This

position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10674 to be established at McAuliffe school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10675 to be established at McAuliffe school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10676 to be established at McKinna school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10677 to be established at McKinna school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10678 to be established at Ramona school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10679 to be established at Ramona school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10680 to be established at Ritchen school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10681 to be established at Ritchen school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10682 to be established at Rose Avenue school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10683 to be established at Rose Avenue school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10684 to be established at Sierra Linda school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10685 to be established at Sierra Linda school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10688 to be established at Soria school. This position will be established to provide additional support.

an eight-hour 183-day Paraeducator I position number 10692 to be established at Soria school. This position will be established to provide additional support.

a five-hour and forty-five-minute 183-day Paraeducator II position number 10645 to be established at Kamala school. This position will be established to provide RSP support.

a five-hour and forty-five-minute 183-day Paraeducator II position number 10646 to be established at Lopez school. This position will be established to provide RSP support.

a five-hour and forty-five-minute 183-day Paraeducator II position number 10647 to be established at Lemonwood school. This position will be established to provide one-on-one student support.

a five-hour and forty-five-minute 183-day Paraeducator II position number 10648 to be established in the Special Education department. This position will be established to provide speech support.

a five-hour and forty-five-minute 183-day Paraeducator III position number 10649 to be established at Fremont school. This position will be established to provide one-on-one student support, as well as preparation work for teachers.

a five-hour and forty-five-minute 183-day Paraeducator III position number 10650 to be established in the Special Education department. This position will be established to provide behavioral support.

Abolish

an eight-hour 246-day Office Assistant III position number 10183 to be abolished in the Special Education department. This position will be abolished due to lack of work, and replaced with an Office Assistant II position.

an eight-hour 183-day Bus Driver position number 24 to be abolished in the Transportation department. This position will be abolished as it has been replaced with Bus Driver/Mechanic Assistant position number 10694.

FISCAL IMPACT:

Cost for 1 Web Content Analyst: \$127,901 General funds (ESSER funds)

Cost for 1 Human Resources Manager: \$147,554 General funds (ESSER funds)

Cost for 1 Accounting Specialist IV: \$89,570 General funds

Cost for 1 Custodian: \$27,786 General funds

Cost for 1 Bus Driver/Mechanic Assistant: \$65,653 General funds

Cost for 1 Bus Driver: \$64,456 General funds

Cost for 36 Paraeducator Is: \$1,993,582 General funds (ESSER funds)

Cost for 4 Paraeducator IIs: \$119,672 Special Education funds

Cost for 2 Paraeducator IIIs: \$61,400 Special Education funds

Cost for 1 Office Assistant III: \$78,157 Special Education funds

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 20, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #21-128 – Oxnard Performing Arts Center Corporation (DeGenna)

The Oxnard School District will be hosting a districtwide Enrollment Fair at the Oxnard Performing Arts Center Corporation on Saturday, January 29, 2022. The purpose of the fair is to have an opportunity to highlight district programs and schools prior to TK and Kindergarten registration for the 2022-2023 school year.

FISCAL IMPACT:

Not to Exceed \$800.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-128 with the Oxnard Performing Arts Center Corporation.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-128, Oxnard Performing Arts Center Corporation \(4 Pages\)](#)

Oxnard Performing Arts Center Corporation

800 Hobson Way
Oxnard, CA 93030
rentals@oxnardperformingarts.com
www.oxnardperformingarts.com



Agreement

ADDRESS

Dr. Ana DeGenna
Oxnard School District
1051 South A Street
Oxnard, CA 93030
United States

AGREEMENT # 1088

DATE 09/03/2021

DESCRIPTION	QTY	RATE	AMOUNT
1/29/22 Oxnard Room rental	3	257.00	771.00
Processing Fee	1	25.00	25.00
Providing own insurance	1	0.00	0.00
Oxnard Room rental January 29, 2022 9am-12pm			\$796.00
TOTAL			

Accepted By _____
Lisa A. Franz, Director, Purchasing

Accepted Date _____

Oxnard Performing Arts Center Corporation

Rules and Regulations

1. All applications for facility use shall be made via official forms provided by OPAC. Permission to use OPAC facilities shall be granted in accordance with an approved fee schedule adopted by the OPAC Board of Directors/Oxnard City Council.
2. Completed facility use applications along with the required room deposit shall be returned to OPAC, 800 Hobson Way, Oxnard, CA 93030 or emailed to rentals@oxnardperformingarts.com.
3. Banquet room security deposit shall be paid at the time the facility application is submitted. Security deposit for the Oxnard room is \$200 and \$100 for the Ventura Room along with a \$25 non-refundable processing fee. Security deposit will be returned in 3-4 weeks after the event as long as there is no damage and venue policies have been followed.
4. Remaining balance of rental fees must be paid ten (10) working days prior to applicant's program date. Applicable rental rates are effective from time-in to time-out. All programs must conclude by 12:00 am.
5. Room Reservation Cancellation: OPAC requires thirty (30) days advance cancellation notice by applicant in order to receive a refund of fees. When proper cancellation notification is presented to OPAC, room rental fees, less a 10% administrative fee, shall be refunded to applicant via check 3-4 weeks after the conclusion of event. Applicant's failure to give appropriate cancellation notice to OPAC will forfeit security deposit and may affect approval of subsequent facility use requests.
6. Reservations for ongoing room use shall be granted for a period not to exceed six (6) months. No use shall be granted in such a manner as to constitute a monopoly for the benefit of any individual or organization.
7. Reservations may be revoked for the following reasons:
 - Such use may interfere with City or civic programs.
 - Where there has been a violation of approved regulations.
 - It is found that the application for facility reservation contains false or misleading information.
 - An accidental conflict in reservations occurs.
8. In the event that applicant cancels a reservation, OPAC staff must be notified immediately. OPAC staff reserves the right to cancel or relocate any event.
9. OPAC room facilities can be rented seven days a week depending upon availability. Applicants who want to use the facilities other than during the designated hours of operation or during legal holidays will be charged a personnel fee according to the fee schedule. OPAC will be closed on the following legal holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas.
10. The granting of repeat facility reservations to any applicant will be contingent upon care of property and observances of approved OPAC rules and regulations.
11. Any and all damage and/or loss of OPAC property as a result of applicant's usage will be the responsibility of the applicant.
12. An adult sponsor who will be in attendance and in charge of activity must complete Youth group reservations. For every 20 youths attending, one responsible adult must be present and the names of such chaperones shall be furnished to OPAC staff three days prior to use of the facility.

13. Applicants must obtain prior approval from OPAC to decorate in any of the center's facilities. Applicants must obtain a permit from the City of Oxnard Licensing Services and Fire Department for usage of open flame decorations such as: Candles, lanterns, torches, fire batons, or any other open-flame. No tapes, glues, staples, nails, tacks or any other types of adhesives that can cause damage to any surfaces will be permitted. OPAC does not provide ladders. Applicants must provide their own ladder.
14. Under no circumstances shall applicants remove OPAC equipment from the premises.
15. OPAC facilities shall be left in a clean and orderly condition. Any OPAC equipment moved shall be returned to its original location. Applicants will be responsible for any additional cleanup fees incurred.
16. Applicant shall not use any foreign matter on the parquet flooring, i.e dance wax. Applicants will be charged accordingly for any floor damage incurred as a result of this.
17. The Oxnard Performing Arts Center assesses a cleaning fee for any food and non alcoholic beverages brought into the banquet rooms. The Ventura Room incurs a cleaning fee of \$100 and the Oxnard Room has a cleaning fee of \$200. Catering may be done through the OPAC's in-house catering service or using a vendor on the OPAC-approved caterer list. The banquet kitchen is not available for client use.
18. All alcohol must be arranged with and served by Sterling Venue Ventures. OPAC does not permit the serving of alcohol for underage public events. All alcoholic beverages (this includes but is not limited to beer, wine, champagne, hard liquor, punch containing any alcohol, and/or champagne toasts) must be served by Sterling Venue Ventures. The last call for bar service shall be thirty minutes prior to the close of the event. Bar hours shall be posted.
19. Security guards may be required depending on the nature of the event and expected attendance. Events must use the security company contracted by the OPAC.
20. Kitchen facilities are available in the Ventura Room only and will be assessed a cleaning fee of \$100. Priority use shall be given to the group renting the Ventura Room.
21. The use of public address sound equipment on OPAC premises shall be limited to the equipment provided by the facility. Applicants may provide their own system if desired.
22. Religious groups desiring ongoing use of OPAC facilities for the purpose of conducting religious services shall apply in writing to the manager of the facility. Reservations shall be granted for emergency situations only. Such uses shall be limited to a six-month period at any one consecutive time.
23. Any individual, group, or organization that is deemed subversive or that has as one of its objectives the overthrow of the United States government shall not be permitted to use OPAC facilities.
24. OPAC shall reserve the right to review all applications for use and make policy changes as deemed necessary.
25. OPAC shall require all applicants to provide certificates of liability insurance naming the City of Oxnard, Sterling Venue Ventures, and Oxnard Performing Arts Center as additionally insured as to its interest. Applicants may provide a certificate of liability insurance from their own insurance company or a policy may be purchased from OPAC for a nominal fee.
26. Applicants shall not post any advertisements, flyers, posters, circulate petitions, or solicit donations on OPACC premises without first obtaining written approval from the manager or designated representative of the facility.

27. OPAC reserves all concession rights for its own benefit. Applicants may sell programs, records, tapes, books, and related items as they pertain to the applicant's program and that are sold in conjunction with events. Applicants shall make arrangements in advance with OPAC. Applicant shall be subject to a minimum payment of 15% of the gross receipts.

28. Applicants shall be responsible for occupying and vacating the premises according to the time specified on the reservation. Any deviations will result in overtime rental and/or personnel fees to the applicant.

29. Applicant or designated representative shall remain on the premises during the move-out of any of applicant's equipment and/or contracted musicians' equipment at the conclusion of the program. The applicant shall be allowed one-half hour at the conclusion of the program to accomplish any move out of equipment. If the applicant exceeds one-half hour, the applicant shall be subject to an overtime rate fee which may be deducted from the security deposit.

30. Applicants shall provide complete, detailed information of proposed programs for the facility reservation. OPAC staff shall not be under obligation to supply any equipment nor to perform any work not specified in reservation.

31. Applicant shall act as or designate one person to act as program coordinator. Applicant or the designated representative shall make all arrangements with the OPAC.

32. Any equipment, supplies, decorations, or other items pertaining to the applicant's program left on OPAC premises for more than ten (10) working days after the conclusion of said program shall be deemed as abandoned and shall be disposed of by the manager of the facility.

33. Any facility security deposit due to applicant at the conclusion of program or any refund due to applicant as a result of program cancellation shall be returned to applicant via U.S. postal service. Applicant shall be responsible for notifying the staff of the Oxnard Performing Arts & Convention Center of any address changes prior to applicant's program.

34. No vehicles will be permitted inside the Oxnard Performing Arts & Convention Center complex for the purpose of loading and unloading equipment, supplies, etc., pertaining to the applicant's program.

35. Applicants shall use only the designated parking areas on Hobson Way, Ninth Street or the employee parking lot directly behind the Oxnard Room (between complex and park). The OPAC reserves the right to implement paid parking in its lots. Parking is first come, first serve unless otherwise arranged.

36. Applicants shall abide and enforce rules and guidelines provided by the Oxnard Performing Arts Center Corporation to prevent the spread of COVID-19.

I have read and shall abide by the above-mentioned rules and regulations of the The Oxnard Performing Arts Center Corporation.

Signature

Date

Lisa A. Franz, Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 20, 2021

Agenda Section: Section C: Academic Agreement

Approval of Agreement #21-130 – Island Packers (DeGenna)

Oxnard School District was awarded the NOAA B-WET Grant (titled “The Islands Around Us), which will provide professional development for teachers regarding the Next Generation Science Standards and Environmental Literacy (embedded in all the content area frameworks).

The teacher professional development for this grant will include field excursions to Channels Islands National Park. Island Packers will provide the boat transportation for the staff and participants to and from the Channel Islands National Park.

Term of Agreement: October 21, 2021 through July 31, 2022

FISCAL IMPACT:

\$9,000.00 – NOAA B-WET Grant Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-130 with Island Packers.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-130, Island Packers \(2 Pages\)](#)
[Certificate of Insurance \(2 Pages\)](#)



Day Trip Service Agreement

Account # 418752

Booking # R1110659

TRIP INFORMATION

Please review Date, Time & Destination. Notify Group Sales if incorrect.

Harbor of Departure: **Ventura Harbor- 1691 Spinnaker Drive - Ventura - CA 93001**Departure Date: **Saturday, December 11, 2021**Vessel: **Islander**Departure Time: **9:00 AM**Check In Time: **8:15 AM**Depart Island: **3:30 PM**Return to Dock: **4:30 PM**Island Destination: **Santa Cruz Island - Scorpion Cove**

Special Requests

RESERVED FOR

Please review and change incorrect information prior to signing and returning

Last Name: **Raskin**First Name: **Sarah**Group: **Oxnard School District Teachers**Street Address: **1051 South A Street**City: **Oxnard**St.: **CA**Zip Code: **93003-**Phone: **(831) 566-3343 x**

Cell

Fax

Email: **sraskin@oxnardsd.org**

FINANCIAL INFORMATION

All Payment Terms must be met. Notify Group Sales if unable to meet terms.

Seats Reserved: **35**Trip Fares: **SC ** \$58.00 Adults -- \$45.00 Child (3-12 years) -- \$58.00 Senior (55 & older)**Kayaks Transport Space Reserved: **0**Kayak Transport Fare: **Single Kayak \$20.00 Double Kayaks 28.00**A Deposit of **\$400.00**

Has Been Waived

08/24/21

Balance Due By:

11/27/21Final Passenger Count Due: **11/27/2021**Failure to reduce your passenger count will result in paying for unfilled seats
A minimum of 10 pasengers is required for this discounted fare.

Additional charges for :

No individual check-in/payments are permitted .

CANCELATION POLICY

Cancelations made 30 days or more prior to the trip date will receive a full refund of the deposit paid.

Full payment for all reservations held, is due 2 weeks prior to trip departure date.

Any cancelations less than 2 weeks to 72 hours prior to the trip date must be 15% or less of the number of passenger spaces reserved to receive any refund.

No refunds for cancelations less than 72 hours prior to the trip departure.

You **DO NOT** have a confirmed agreement until the required deposit is received. In case of unfavorable weather or sea conditions, Island Packers will cancel at 5:30 AM on the day of your departure and your money will be refunded or applied to another trip. **IF YOU** cancel the trip because of weather, your deposit will be forfeited. If weather conditions prevent landing and the boat returns early, your fares will be pro-rated.

PLEASE READ THIS DOCUMENT CAREFULLY.

Sign and return a copy it Island Packers upon your receipt of this document.

I AGREE TO THE TERMS
AND CONDITIONS HEREIN _____

Lisa A. Franz, Director, Purchasing

DATE _____

Mail all correspondence to: **Island Packers - 1691 Spinnaker Drive, Suite 105B - Ventura - CA - 93001**
Phone 805-642-1393 Ext. 307 Fax 805-642-6573 E-Mail groupcharters@islandpackers.com

Operator R11

Date 8/24/2021

Sent By R09

S/A Mailed 9/10/21



Day Trip Service Agreement

Account # 418752

Booking # R1110660

TRIP INFORMATION

Please review Date, Time & Destination. Notify Group Sales if incorrect.

Harbor of Departure: **Ventura Harbor- 1691 Spinnaker Drive - Ventura - CA 93001**Departure Date: **Saturday, December 04, 2021**Vessel: **Island Adventure**Departure Time: **9:00 AM**Check In Time: **8:15 AM**Depart Island: **4:00 PM**Return to Dock: **5:00 PM**Island Destination: **Santa Cruz Island - Scorpion Cove**

Special Requests

RESERVED FOR

Please review and change incorrect information prior to signing and returning

Last Name **Raskin**First Name **Sarah**Group **Oxnard School District Teachers**Street Address **1051 South A Street**City **Oxnard**St. **CA**Zip Code **93003-**Phone **(831) 566-3343 x**

Cell

Fax

Email **sraskin@oxnardsd.org**

FINANCIAL INFORMATION

All Payment Terms must be met. Notify Group Sales if unable to meet terms.

Seats Reserved **35**Trip Fares: **SC ** \$58.00 Adults -- \$45.00 Child (3-12 years) -- \$58.00 Senior (55 & older)**Kayaks Transport Space Reserved: **0**Kayak Transport Fare: **Single Kayak \$20.00 Double Kayaks 28.00****A Deposit of \$400.00****Has Been Waived****08/24/21****Balance Due By:****11/20/21**Final Passenger Count Due: **11/20/2021**Failure to reduce your passenger count will result in paying for unfilled seats
A minimum of 10 pasengers is required for this discounted fare.

Additional charges for :

No individual check-in/payments are permitted .

CANCELATION POLICY

Cancelations made 30 days or more prior to the trip date will receive a full refund of the deposit paid.

Full payment for all reservations held, is due 2 weeks prior to trip departure date.

Any cancelations less than 2 weeks to 72 hours prior to the trip date must be 15% or less of the number of passenger spaces reserved to receive any refund.

No refunds for cancelations less than 72 hours prior to the trip departure.

You **DO NOT** have a confirmed agreement until the required deposit is received. In case of unfavorable weather or sea conditions, Island Packers will cancel at 5:30 AM on the day of your departure and your money will be refunded or applied to another trip. **IF YOU** cancel the trip because of weather, your deposit will be forfeited. If weather conditions prevent landing and the boat returns early, your fares will be pro-rated.

PLEASE READ THIS DOCUMENT CAREFULLY.

Sign and return a copy it Island Packers upon your receipt of this document.

I AGREE TO THE TERMS
AND CONDITIONS HEREIN _____

Lisa A. Franz, Director, Purchasing

DATE _____

Mail all correspondence to: **Island Packers - 1691 Spinnaker Drive, Suite 105B - Ventura - CA - 93001**
Phone 805-642-1393 Ext. 307 Fax 805-642-6573 E-Mail groupcharters@islandpackers.com

Operator R11

Date 8/24/2021

Sent By R09

S/A Mailed 9/2/21

ADDENDUM "A"

INSURED: The Island Packers Corporation, Operators, and Superboats, Inc., Owner of Island Explorer, Island Adventure and Islander and Boat Vanguard, LLC, Owner of Vanguard, for their respective rights and interests

VESSEL: ISLAND EXPLORER #1245277, ISLAND ADVENTURE #1143443, ISLANDER #1108768 AND VANGUARD #968507

**CERTIFICATE OF INSURANCE
DATED: March 15, 2021**

**PRIMARY POLICY NO.: DMIB0070-21
PRIMARY POLICY TERM: EFFECTIVE DATE: 03/20/21 EXPIRATION DATE: 03/20/22**

**EXCESS POLICY NO.: DMIB0052-21
EXCESS POLICY TERM: EFFECTIVE DATE: 03/20/21 EXPIRATION DATE: 03/20/22**

ADDITIONAL INSURED ENDORSEMENT

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED UNDER THIS POLICY, BUT ONLY AS RESPECTS TO NEGLIGENT ACTS OR OMISSIONS OF THE NAMED INSURED AND ONLY FOR OCCURRENCES, CLAIMS OR COVERAGES NOT OTHERWISE EXCLUDED IN THE POLICY.

IT IS FURTHER AGREED THAT SHOULD NO COVERAGE APPLY HEREIN FOR THE NAMED INSURED, NEITHER COVERAGE NOR DEFENSE SHALL BE AFFORDED TO THE ABOVE-IDENTIFIED ADDITIONAL INSURED.

MOREOVER, IT IS UNDERSTOOD AND AGREED THAT BY NAMING THE CERTIFICATE HOLDER AS AN ADDITIONAL INSURED THIS POLICY DOES NOT ASSUME ANY OBLIGATION WHATSOEVER THAT THE ADDITIONAL INSURED MAY INCUR TO IT'S EMPLOYEES INCLUDING BUT NOT LIMITED TO WORKER'S COMPENSATION, STATE DISBILITY, SICK PAY, OR ANY OTHER EMPLOYER OBLIGATIONS.

THIS ENDORSEMENT IS NOT INTENDED TO LIMIT THE NAME INSURED'S LIABILITY TO ITS PASSENGERS.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 20, 2021

Agenda Section: Section C: Academic Agreement

Approval of Agreement #21-132 – The Santa Barbara Botanic Garden (DeGenna)

Oxnard School District was awarded the NOAA B-WET Grant (titled “The Islands Around Us), which will provide professional development for teachers regarding the Next Generation Science Standards and Environmental Literacy (embedded in all the content area frameworks).

The Santa Barbara Botanic Garden Director of Education and Engagement will provide guest lecturer/teacher services for the B-WET Teacher Professional Development Program grant. Services include:

- In conjunction with OSD grant staff, develop and implement components of the teacher professional development program as part of the project in compliance with grant requirements and OSD’s B-WET grant proposal.

Term of Agreement: October 21, 2021 through July 31, 2022

FISCAL IMPACT:

Not to exceed \$2,500.00 (\$500.00 per workshop) - NOAA B-WET Grant Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-132 with The Santa Barbara Botanic Garden.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-132, The Santa Barbara Botanic Garden \(2 Pages\)](#)

**Agreement #21-132 between
Santa Barbara Botanic Garden and
Oxnard School District
for Guest Lecturer Services**

The scope of this document is to define the roles and responsibilities of **Santa Barbara Botanic Garden and Oxnard School District**. The purpose is for **the Santa Barbara Botanic Garden Director of Education and Engagement** to provide **guest lecturer / educational services for a teacher professional development grant during the 2021-2022** academic school year.

This serves as a Memorandum of Understanding and Responsibility Agreement between “**Oxnard School District**” and **the Santa Barbara Botanic Garden** to work together to support The Islands Around Us Bay Watershed **Education and Training Program (B-WET)** grant.

Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. The Santa Barbara Botanic Garden agrees to:

- a. Provide guest lecturer/teacher services for the BWET Teacher Professional Development Program grant. Dates of service will be between October 21, 2021 – July 31, 2022. The services will be provided by **the Santa Barbara Botanic Garden Director of Education and Engagement** for a \$500.00 per workshop (not to exceed \$2500)..

Includes:

- In conjunction with OSD grant staff, develop and implement components of the teacher professional development program as part of the project in compliance with grant requirements and OSD’s B-WET grant proposal.

2. Oxnard Elementary agrees to:

- a. Pay **the Santa Barbara Botanic Garden Director of Education and Engagement** for their services for \$500.00 per workshop (not to exceed \$2500).

Oxnard School District shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented October 21, 2021 – July 31, 2022. Specific dates may be adjusted as mutually agreed upon.

3. Indemnification.

- a. The Santa Barbara Botanic Garden 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 The Santa Barbara Botanic Garden or those of any of The Santa Barbara Botanic Garden’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. The Santa Barbara Botanic Garden 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. The Santa Barbara Botanic Garden 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.

For Oxnard School District

Lisa A. Franz, Director, Purchasing

Date

For The Santa Barbara Botanic Garden



9/16/2021

Santa Barbara Botanic Garden

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 20, 2021

Agenda Section: Section C: Academic Agreement

Approval of Agreement #21-133 – Julie Tumamait-Stenslie (DeGenna)

Oxnard School District was awarded the NOAA B-WET Grant (titled “The Islands Around Us), which will provide professional development for teachers regarding the Next Generation Science Standards and Environmental Literacy (embedded in all the content area frameworks).

Julie Tumamait-Stenslie will provide guest lecturer/teacher services for the B-WET Teacher Professional Development Program grant. Services include:

- In conjunction with OSD grant staff, develop and implement components of the teacher professional development program as part of the project in compliance with grant requirements and OSD’s B-WET grant proposal.

Term of Agreement: October 21, 2021 through July 31, 2022

FISCAL IMPACT:

Not to exceed \$3,000.00 (\$500.00 per workshop) - NOAA B-WET Grant Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-133 with Julie Tumamait-Stenslie.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-133, Julie Tumamait-Stenslie \(1 Page\)](#)

**Agreement #21-133 between
Julie Tumamait-Stenslie and
Oxnard School District
for Guest Lecturer Services**

The scope of this document is to define the roles and responsibilities of **Julie Tumamait-Stenslie** and Oxnard School District. The purpose is for **Julie Tumamait-Stenslie** to provide **guest lecturer** / educational services for a teacher professional development grant during the 2021-2022 academic school year.

This serves as a Memorandum of Understanding and Responsibility Agreement between “**Oxnard School District**” and **Julie Tumamait-Stenslie** to work together to support The Islands Around Us Bay Watershed Education and Training Program (B-WET) grant.

Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. Julie Tumamait-Stenslie agrees to:

- a. Provide guest lecturer/teacher services for the B-WET Teacher Professional Development Program grant. Dates of service will be between October 21, 2021 – July 31, 2022. The services will be provided by **Julie Tumamait-Stenslie** for a total cost of \$500.00 per workshop (not to exceed \$3000).

Includes:

- In conjunction with OSD grant staff, develop and implement components of the teacher professional development program as part of the project in compliance with grant requirements and OSD’s B-WET grant proposal.

2. Oxnard School District agrees to:

- a. Pay **Julie Tumamait-Stenslie** a total of \$500.00 per workshop for their services (not to exceed \$3000).

Oxnard School District shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented October 21, 2021 – July 31, 2022. Specific dates may be adjusted as mutually agreed upon.

For Oxnard School District

Lisa A. Franz, Director, Purchasing

Date

For Julie Tumamait-Stenslie



10/21/21

Julie Tumamait-Stenslie

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 20, 2021

Agenda Section: Section C: Academic Agreement

Approval of Agreement #21-135 – Channel Islands National Marine Sanctuary (DeGenna)

Oxnard School District was awarded the NOAA B-WET Grant (titled “The Islands Around Us), which will provide professional development for teachers regarding the Next Generation Science Standards and Environmental Literacy (embedded in all the content area frameworks).

Channel Islands National Marine Sanctuary (CINMS) will provide vessel support for Oxnard School District through the B-WET program on November 6, 2021. Participants will take RV Shearwater from Santa Barbara Harbor, CA to Santa Rosa Island (or other island, depending on weather), to land ashore and participate in teacher professional development activities. Educational activities will also take place during the transit to and from the island. These activities will vary depending on weather, but normally include plankton tows, marine mammal observations, and water quality testing.

Term of Agreement: October 21, 2021 through July 31, 2022

FISCAL IMPACT:

Not to exceed \$3,500.00 - NOAA B-WET Grant Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-135 with Channel Islands National Marine Sanctuary.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-135, Channel Islands National Marine Sanctuary \(1 Page\)](#)

OSD AGREEMENT #21-135



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL OCEAN SERVICE
Channel Islands National Marine Sanctuary
 University of California Santa Barbara
 Ocean Science Education Building 514, MC 6155
 Santa Barbara, CA 93106-6155

September 10, 2021

MEMORANDUM FOR: Sarah Raskin, Oxnard School District
 Science Instructional Specialist

FROM: LTJG Nicolas DeProspero, CINMS
 Vessel Operations Coordinator

SUBJECT: Preliminary Draft Service Agreement for B-WET Program and Oxnard School District

Channel Islands National Marine Sanctuary (CINMS) will provide vessel support for Oxnard School District through the California Bay Watershed Education and Training (B-WET) Program on November 6, 2021. Participants will take RV *Shearwater* from Santa Barbara Harbor, CA to Santa Rosa Island (or other island depending on weather) to land ashore and go for a hike. During the transit to and from the island, educational activities will occur for the participants from Oxnard School District. These will vary depending on weather but normally include plankton tows and marine mammal observations at a minimum.

See below for a quote of the services:

Date	Vessel	Type of Work	Number of Days	Unit Price	Total
Nov 6	Shearwater	Education U/W	1	\$3500	\$3,500

The balance will be due at the completion of the trip. If the funds have already been transferred to NOAA through the B-WET National Program, there will be no after-trip invoice for the vessel time.

As of now, November 6, 2021 is being held for Oxnard School District but has not been confirmed as fully booked. Fully booked is defined as the representative from Oxnard School District confirming the date, personnel attending, and funds through the Vessel Operations Coordinator (VOC) by email (voc.cinms@noaa.gov) or by phone (805-450-1504).

If Oxnard School District decides to cancel the trip, it must be done greater than 15 days before the sailing date of November 6, 2021. If the trip is cancelled as a result of a choice made by CINMS, there will be no charge. If weather postpones the trip, the next available open day will be scheduled to complete the trip. Weather postponements will occur 24 hours or more prior to departure. If the trip cannot be completed within the calendar year, it may be rebooked out into a new calendar year as long as the B-WET funds are available for the vessel time and meet the day rate. If the day rate increases above the available and awarded B-WET funds, the trip must be rebooked and completed prior to September 30, 2022.

CINMS is insured by the U.S. Government. All NOAA employees, contractors, and volunteers are covered. All non-NOAA personnel are advised, but not required, to have liability coverage. Any injury or harm occurring to non-NOAA personnel is the responsibility of the individual or company. NOAA would only be responsible for injury or harm if negligence by NOAA crew occurred.

DE PROSPERO NICOLAS STEFFEN 153618286
 CUIS and N COMBRET and DSD 16/201
 @NOAA DE DE
 PROSPERO NICOLAS STEFFEN 153618286
 2021 09 10 09:07:17 -0700

Channel Islands NMS Representative

Oxnard School District Representative
Lisa A. Franz, Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 20, 2021

Agenda Section: Section C: Academic Agreement

Approval of Agreement/MOU #21-136 – California State University, Channel Islands (DeGenna)

Oxnard School District was awarded the NOAA B-WET Grant (titled “The Islands Around Us), which will provide professional development for teachers regarding the Next Generation Science Standards and Environmental Literacy (embedded in all the content area frameworks).

The Islands Around Us (TIAU) program will be supported by collaborators from California State University, Channel Islands (CSUCI), including Dr. Dan Reineman, CSUCI faculty, and CSUCI students. CSUCI faculty will include (but not be limited to), Dr. Dan Reineman (Department of Environmental Science & Resource Management (ESRM)), Dr. Clare Steele (ESRM), and Dr. Geoff Dilly (Department of Biology), who will provide scientific instruction and demonstrations within their areas of expertise, to OSD teachers as part of the teachers’ participation in TIAU activities supported by the NOAA B-WET grant (including multiple field excursions to Channel Islands National Park).

CSUCI students will likewise provide scientific instruction and demonstrations during TIAU activities as part of their own education and professional development, and will be supervised by Dr. Dan Reineman.

Term of Agreement: October 21, 2021 through July 31, 2022

FISCAL IMPACT:

Not to exceed \$9,000.00 - NOAA B-WET Grant Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-136 with California State University, Channel Islands.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #21-136, California State University, Channel Islands \(4 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

MEMORANDUM OF UNDERSTANDING

I. PARTIES

This Memorandum of Understanding (“MOU”) is being executed between **California State University, Channel Islands**, hereinafter referred to as CSUCI, and **Oxnard School District**, hereinafter referred to as OSD.

II. TERM AND TERMINATION

The effective period of this MOU is from the date of execution through July 31, 2022.

III. PURPOSE

The purpose of this MOU is to delineate the respective roles of CSUCI and OSD as follows. In furtherance of CSUCI’s mission pillar of community engagement, California State University (CSUCI) is pleased to enter into an informal partnership with Oxnard School District (OSD), as described by this MOU. CSUCI applauds OSD for its grant from the National Oceanic and Atmospheric Administration’s (NOAA) Bay Watershed Education and Training program (B-WET) in support of OSD’s teacher professional development in the area of environmental science through The Islands Around Us program (TIAU). CSUCI values opportunities to collaborate through the activities of its faculty in service to the community, especially local communities, like Oxnard, that serve as feeder districts to CSUCI. Additionally, as a Hispanic Serving Institution, CSUCI is committed to providing students with meaningful access to college opportunities, especially students from local, underserved communities: through this partnership, CSUCI faculty and students will be able to engage directly with OSD teachers in support of that commitment.

CSUCI faculty and students will lead activities, based on their research and expertise (faculty) and program of study (students), designed to provide OSD teachers with information and skills with which teachers can subsequently develop curriculum and enrich learning experiences for OSD students. Activity content will include but is not limited to: natural history of the California coast, Channel Islands, and Santa Barbara Channel, biodiversity, ecosystem health assessment, oceanography, climate change, and research methods involved in investigating the foregoing topics.

Through this MOU, CSUCI supports the following activities (dates are tentative):

- A. 11/6/21 – NOAA R/V Shearwater Day Trip
- B. 12/4/21 – Santa Cruz Island Day Day Trip
- C. 12/11/21 – Santa Cruz Island Day Day Trip
- D. 4/9-11/22 – Santa Rosa Island 3 Day Overnight Trip (a standard Facilities Use Agreement between OSD and CSUCI’s Santa Rosa Island Research Station will be developed for this activity.)
- CSUCI faculty, including (but not limited to) Dr. Dan Reineman (Department of Environmental Science & Resource Management [ESRM]; Activities A, B, C, D), Dr. Clare Steele (ESRM; Activity: A), and Dr. Geoff Dilly (Department of Biology; Activity: A) will provide scientific instruction and demonstration within their areas of expertise to OSD teachers as part of the teachers’ participation in TIAU activities supported by the NOAA B-WET grant (including multiple field excursions to Channel Islands National Park).
- CSUCI students will likewise provide scientific instruction and demonstration during TIAU Activities A, B, C, and D as part of their own education and professional development; they will be supervised by Dr. Dan Reineman.

IV. PAYMENT

This MOU does not include any exchange of funding between the two partner organizations but does not preclude the direct payment to CSUCI personnel and students by OSD as compensation for their time or other expenses.

Payments by OSD to the following parties, as stipulated in the TIAU proposal, include:

- \$3000 to Dr. Dan Reineman for his participation in TIAU activities (including all field excursions) and support in planning and preparation of the grant program;
- \$500 per additional CSUCI faculty per day for participation in TIAU activities (day-long field excursions); CSUCI faculty could include (from ESRM) Dr. Clare Steele (confirmed), Dr. Kiki Patsch (tentative), Dr. Mary Woo (tentative), and Dr. Sean Anderson (tentative); and (from Department of Biology) Dr. Geoff Dilly (tentative).
- \$250 per CSUCI student for participation in TIAU activities (including day-long field excursions; student payment will be prorated accordingly if a student is unable to participate in all field experiences). CSUCI students will include Viviana McKinley and Melissa Ruiz.

V. NOTICES

Any notice under the MOU shall be in writing to the contact representative of the Party:

	<u>OSD</u>	<u>CSUCI</u>
Program Contact:	Sarah Raskin Science Instruction Specialist Oxnard School District 805-385-1501 x2313 sraskin@oxnardsd.org	Dan Reineman Asst Prof of ESRM CSUCI 805-262-7844 dan.reineman@csuci.edu
Administrative Contact:	Lisa A. Franz Director, Purchasing Oxnard School District 805-385-1501 x2414 lfranz@oxnardsd.org	

VI. INSURANCE

OSD will maintain General Liability Insurance, comprehensive or commercial form, with at least a \$1,000,000 minimum limit for each occurrence and at least a minimum limit of \$2,000,000 General aggregate; Workers' Compensation Insurance covering its employees at statutory minimum levels; Employer's Liability Insurance with at least a \$1,000,000 minimum limit for each occurrence. This insurance must be placed with insurers with a current A.M. Best rating of no less than A. OSD will provide evidence of insurance upon request.

VII. INDEMNIFICATION

OSD agrees to defend, indemnify, and hold harmless the State of California, the Trustees of the California State University, Cal State Channel Islands (CSUCI), its officers, employees, students, 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 person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of OSD or those of any of its officers, agents, employees, students, or volunteers of OSD, whether such act or omission is authorized by this

MOU or not. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of CSUCI, its officers, employees, or volunteers.

CSUCI agrees to defend, indemnify, and hold harmless OSD, its officers, agents, employees and 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 person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of CSUCI, or those of any of its officers, agents, employees, or volunteers, whether such act or omission is authorized by this MOU or not. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of OSD or any of its officers, agents, employees, volunteers and/or students.

VIII. SEVERABILITY

Should any provision of this MOU be determined by a court or regulatory agency of competent jurisdiction to be invalid, illegal or unenforceable, it shall be severed, and the remaining provisions shall not be impaired or affected thereby.

IX. MODIFICATION OR AMENDMENTS

This MOU may be modified or amended only upon mutual agreement evidenced by a signed writing signed by an authorized contact representative of each Party.

X. ASSIGNMENTS

This MOU binds and inures to the benefit of the Parties. It may not be assigned with the express written consent of the other.

XI. COMPLETE AND FINAL AGREEMENT

This MOU is the complete and final agreement of the Parties as to its subject matter and it supersedes any prior oral or written agreements and negotiations as to its subject matter.

XII. NONDISCRIMINATION

The Parties agree not to engage in any form of unlawful discrimination because of race, color, national origin, religion, sex, sexual orientation, disability, age, military status, creed, marital status, or any other legally protected status with respect to activities undertaken pursuant to this MOU.

XIII. GOVERNING LAW

This MOU shall be governed by the laws of the State of California or federal law as applicable.

XIV. EXECUTION

By signing below, each of the following represent that they have authority to execute this MOU and to bind the party on whose behalf their signature is made:

California State University Channel Islands:


Barbara Rex (Oct 4, 2021 00:17 PDT)

Barbara Rex
AVP of Budget and Planning and Interim CFO

10/04/2021

Date

Oxnard School District:

Lisa A. Franz
Director, Purchasing

Date

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)
6/21/2021

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 Channel Islands
One University Drive
Camarillo CA 95929-0025

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 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 \$100,000				GENERAL AGGREGATE	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS-COMP/OP AGG	\$ 4,000,000
	<input type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	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?				E.L. EACH ACCIDENT	\$ 1,000,000
	IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				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 Channel Islands
One University Drive
Camarillo CA 93012

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

David J. Howell

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: October 20, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #21-139, E.J. Harrison & Sons, Inc. (Quinto/Miller)

The Purchasing Department prepared RFP #21-01 for District Wide Trash Pickup Service. Advertisements ran in the Ventura County Star on September 14 and 21, 2021. Two (2) proposals were received and opened on Friday, October 1, 2021.

An evaluation of the proposals was performed by the Director of Purchasing and it was determined that the proposal submitted by E.J. Harrison & Sons, Inc. was the lowest, responsive & responsible proposal.

The proposals also included provisions to bring Oxnard School District into compliance with Senate Bill 1383, effective January 1, 2022, that requires agencies to separate food waste for alternate uses. Three additional bins will be placed in each school sites Multi-Purpose Room for food waste, and they will be emptied 3 times per week.

It is requested that the Board of Trustees enter into Agreement #21-139, for a three (3) year term, at an annual cost of \$370,682.00 with E.J. Harrison & Sons, Inc. The funding will be provided by the General Fund.

FISCAL IMPACT:

\$370,682.00/yr. x 3 years = \$1,112,046.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #21-139 with E.J. Harrison & Sons, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-139, E.J. Harrison & Sons Inc. \(2 Pages\)](#)
[Bid Summary \(1 Page\)](#)

AGREEMENT

#21-139

This Agreement is entered into by and between the Oxnard School District (hereinafter called the "District"), and **E.J. Harrison & Sons Inc.** (hereinafter referred to as "Contractor").

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I

TERM

The term of this Agreement shall be from **December 1, 2021** through **November 30, 2024** with the option to renew for two (2) additional years upon mutual consent. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement, and each additional one-year term.

II

WORK

Contractor shall perform and render all services as prescribed and required by the General Conditions, Special Bid Conditions, Information for Bidders, Specifications, Notice to Bidders, Bid Proposal Form, and all documents forming a part of the bid package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

III

NON-FUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

IV

TERMINATION

This Agreement may be terminated by the District upon thirty (30) days written notice to the Contractor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

V

COMPENSATION

Contractor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Quotation Sheet(s), incorporated herein by reference.

VI

METHOD OF PAYMENT

Vendor will be paid upon receipt and acceptance of materials and supplies specified by purchase order. For prompt payment, invoices must be accurate in all details, **and invoice must be submitted in duplicate to Oxnard School District, Accounts Payable, 1051 South A Street, Oxnard, California 93030.**

VII

CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the General Conditions, Special Bid Conditions, Information for Bidders, Quotation Sheet, Notice to Bidders, Bid Proposal Form, and all documents forming a part of the bid package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VIII

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations not specified within this Agreement. Contractor, by execution of this Agreement, acknowledges Contractor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

E.J. HARRISON & SONS INC.:

OXNARD SCHOOL DISTRICT:

Signature: _____

Signature: _____

Name: _____
(print or type)

Name: Lisa A. Franz

Title: _____

Title: Director, Purchasing

Date: _____

Date: _____

Approved by Board of Trustees on: _____

Item No.: _____

OXNARD SCHOOL DISTRICT

School/Dept: District Wide
Project Description: Trash Pickup Service
OSD RFP NO. 21-01
Date: Friday, October 1, 2021



BIDDER	TOTAL BID
<i>City of Oxnard</i>	<i>447,862.20</i>
<i>EJ Harrison + Sons Inc.</i>	<i>370,682.00</i>

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: October 20, 2021

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #21-140 with Kenco Construction Services, Inc., to provide Inspector of Record (IOR) Services (Project Inspector) for the Rose Avenue Elementary School Reconstruction Project (Quinto/Miller/CFW)

On September 22, 2021, the Board of Trustees approved the Guaranteed Maximum Price for construction of the Rose Avenue Elementary School Reconstruction Project (“Project”). This Project requires an approved DSA Class 1 Inspector for inspection services related to the construction of the Project. Kenco Construction Services, Inc provided a response to a Request for Proposal for Onsite Inspection Services for the Rose Ave Elementary School Reconstruction Project.

The District, in consultation with CFW, recommends approval of the Agreement for Consultant Services and acceptance of the Proposal and issuance of a Purchase Order to Kenco Construction Services, Inc., to provide DSA Inspection Services for the Rose Avenue Elementary School Reconstruction Project. The Inspector of Record (IOR) will provide continuous inspection of work for compliance to the approved DSA Plans and Specifications for the project.

The attached Agreement for Consultant Services and the Proposal describes the scope of services requested from Kenco Construction Services, Inc., and calls for the performance of Inspection services to ensure that the work performed in the field is in accordance with DSA approved design documents through the monitoring of construction activities and closeout of the Project. The service will confirm that construction activities were performed satisfactorily in accordance with the approved design.

FISCAL IMPACT:

The Inspector of Record Services will be completed for a lump sum fixed fee of: Three Hundred Sixty-Seven Thousand Eighty Dollars and No Cents (\$367,080.00) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #21-140 with Kenco Construction Services Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #21, 140, Kenco Construction Services Inc. \(19 Pages\)](#)
[Proposal \(2 Pages\)](#)

**OXNARD SCHOOL DISTRICT
AGREEMENT FOR CONSULTANT SERVICES
INSPECTOR OF RECORD SERVICES TO BE PROVIDED FOR
ROSE AVENUE ELEMENTARY SCHOOL RECONSTRUCTION
FACILITY CONSTRUCTION PROJECT**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of **October 2021**, by and between the **Oxnard School District** (“District”), with offices located at 1051 South “A” Street, Oxnard, California 93030, and **Kenco Construction Services, Inc.** (“Consultant”), with a business address located at 4664 Romola Ave., La Verne, California 91750. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties”.

RECITALS

A. District is authorized by California Government Code section 53060 and District’s Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative, and other matters. District has sought, by issuance of a Request for Proposal (“Proposal”), the performance of certain services, with the precise scope of work to be specified at the time of assignment of the work.

B. Following submission of a Proposal for the performance of services, Consultant was selected by District to perform services on behalf of the District at the District’s sole discretion.

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

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

OPERATIVE PROVISIONS

- 1. Incorporation of Recitals and Exhibits.** The Recitals set forth above and all Exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. Scope of Services.** The Scope of Services to be assigned to Consultant pursuant to issuance of a Purchase Order, is further defined in **Exhibit “D” – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed qualified by District as described in this Agreement.
- 3. Term of Agreement.** Subject to earlier termination as provided for below, this Agreement shall remain in effect from October 21, 2021 through September 20, 2023 (the “Term”). This Agreement is a single service Agreement specific to requested services to be performed for the **Rose Avenue Elementary School Reconstruction Project, 220 S. Driskill St., Oxnard, CA 93033** (“Project”), as described in **Kenco Construction Services, Inc’s Proposal dated June 15, 2021**.

- 4. Time for Performance.** The scope of Services set forth in **Exhibit “D”** shall be completed during the Term referenced under item Section 3 above. If Services indicated in **Exhibit “D”** cannot be completed within the schedule set forth under Section 3 above, it is the responsibility of the Consultant to notify District no later than ten (10) days prior to the completion date for the Services, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. For this Agreement, the completion date for Services is September 20, 2023. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 5. Additional Services.** Additional Services are services in addition to the Services set forth in this Agreement that are provided by Consultant pursuant to a written request by the District. Additional Services will require a written request or pre-authorization in writing by District, subject to specific approval processes of such services, to the extent required by District and which may be further determined at the time District receives a proposed cost for the requested Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant’s discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
- 6. Compensation and Method of Payment.** In exchange for Consultant’s services, District shall pay an amount to Consultant not to exceed the amount set forth in **Exhibit “A” – Compensation & Rate/Fee Schedule**, attached hereto and incorporated by reference herein. This Agreement is to be invoiced to the District in the form of Progress Payments. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice. If any expenses stated within Consultant’s invoice are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- a. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice.
- 7. Responsibilities of Consultant:**
- a) Consultant shall perform all Services as indicated in this Agreement to the Satisfaction of District.
- b) The specific Services of Consultant to be performed shall be indicated in **Exhibit “D”**, attached to this Agreement.

- c) Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit “D,”** having the skill, legal and professional ability, and flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the Scope of Services under this agreement, including but not limited to all local ordinances, building codes, and requirements from all Authorities Having Jurisdiction (“AHJ”) including, but not limited to, the Division of the State Architect (“DSA”), the Office of Public School Construction (“OPSC”), the State Facilities Planning Division (“SFPD”), California Department of Education (“CDE”), the California Department of General Services (“DGS”), the Department of Toxic Substance Control (“DTSC”), the California Environmental Quality Act (“CEQA”), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) it will assume all responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule and/or Term set forth in this Agreement; and (f) it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and/or any applicable agencies.
- d) Consultant shall follow accepted industry standards and practices and comply with all federal, state and local laws and ordinances applicable to the Services required by this Agreement.

8. Responsibilities of District.

- a) District will prepare and furnish to Consultant upon Consultant’s request, such information as is reasonably necessary to the performance of the Services required under this Agreement. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District’s possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the District’s Program Manager, Caldwell Flores Winters, Inc. (“Program Manager”). Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
- b) If requested by Consultant, District shall provide information as to the requirements and educational program for each project assigned by Agreement, including approved budget and schedule limitations.
- c) District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
- d) District shall, at its sole discretion, provide for the timely approval and execution of the Agreement, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

9. Suspension. District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.

10. Termination. This Agreement and/or all or part of the Services contained herein may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

a) District may terminate all or a portion of this Agreement, or the Services, without cause, at any time by giving ten (10) calendar days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b) District may terminate all or a portion of this Agreement, or the Services, for cause, in the event of a Default by giving written notice pursuant to Section 13 below; or

c) Consultant may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the District, if District fails to make any undisputed payment to Consultant when due and where such failure remains uncured for forty-five (45) calendar days after Consultant's written notice to District.

11. Similar or Identical Services. In the event this Agreement, or any of the Services, are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District, and upon such terms and in such manner as District may determine appropriate.

12. Inspection and Final Acceptance. District's acceptance of any work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions within this Agreement, unless otherwise expressly stated.

13. Default.

a) Failure of Consultant to perform any Services or comply with any provisions of this Agreement constitutes a Default. District may terminate all or any portion of this Agreement, or the Services, for cause, in the event of a Default. The termination shall be effective if (i) Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District; and/or (ii) if the cure by its nature takes longer, and thereby the Consultant fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and fails to diligently prosecute such cure to the satisfaction of District. If Consultant has not cured the Default, District may withhold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's rights at law and in equity, nor a waiver of any rights arising out of any provision of this Agreement.

b) In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate

of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of Agreement.

14. Ownership of Documents. All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement (collectively and individually, the “Documents”) shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to District all such Documents.

15. Use of Documents by District. If and to the extent that District utilizes any Documents, for any purpose not related to this Agreement and/or the Project, Consultant’s guarantees and warranties related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

16. Consultant’s Books and Records. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant’s performance of Services pursuant to this Agreement for a minimum of four (4) years after termination or expiration of this Agreement, or longer if required by law. Such records shall include, at minimum, a detailed record of daily performance, staff time records, subconsultants’ time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

- a) Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of four (4) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.
- b) Any and all such records or documents shall be made available for inspection, audit, and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit, and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant’s address indicated for receipt of notices in this Agreement.
- c) District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

17. Independent Contractor. Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker’s compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all

of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes, since these taxes will not be withheld from payments under this Agreement.

- a) The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its officers, agents, and employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
- b) Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

18. Standard of Performance. Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement for California school districts in or around the same geographic area of District (the "Standard of Performance").

19. Confidential Information. All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential ("Confidential Information"). Consultant shall not release or disclose any such Confidential Information, Documents, or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential Information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with Confidential Information:

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

20. Conflict of Interest. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

- a) Bylaws of the Board 9270 BB 9270 (BB) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB)E, and that it [____] does [X] does not qualify as a “designated employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

_____ (Initials)

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

- a) Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have contact with District’s pupils. Consultant must complete District’s certification form, attached herein as **Exhibit “C,”** prior to any of Consultant’s employees coming into contact with any of District’s pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

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

23. Non-Discrimination. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 42 U.S.C. 2000e and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

24. Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (“DVBEs”) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement

25. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties, Services or obligations under this Agreement without the prior written consent of

District and approval by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

- 26. Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly. Any and all subcontractors utilized by Consultant under this Agreement and/or for the Project must maintain any required licenses or certifications.
- 27. District Administrator.** **Lisa Franz** shall be in charge of administering this Agreement on behalf of District (the "Administrator"), provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.
- 28. Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement.
- a) Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.
- 29. Indemnification.**
- a) For all liability either found by a court of competent jurisdiction, or as agreed to by the Parties, other than that liability arising out of the professional services of Consultant as described in **Exhibit "D,"** Consultant agrees to indemnify, defend and hold harmless District and its Board members, officers, officials, employees, and agents ("Indemnified Parties"), from and against any and all claims, actions, losses, damages, judgments, and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts of any person or entity under the control of the Consultant and for any costs or expenses (including but not limited to attorneys' fees) incurred by District on account of any claim, except where such indemnification is prohibited by law. Consultant's indemnification obligation applies to District's active as well as passive negligence but does not apply to District's sole negligence or willful misconduct.
- b) For liability arising out of the performance of its professional services under this Agreement, Consultant agrees to indemnify, defend, and hold harmless District and its Indemnified Parties, from and against any and all claims, actions, losses, damages, judgments, and/or liabilities, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. In no event shall such cost to defend that is charged to the Consultant exceed Consultant's proportionate percentage of fault. Consultant's indemnification obligation does not apply to District's sole negligence or willful misconduct.
- c) Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor or sub-consultant retained or employed by Consultant in the performance of this Agreement. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation

to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____(Initials)

30. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit “B”** and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Any Consultant subcontractors and/or sub-consultants must maintain the necessary insurance coverages as provided for in this Agreement, including but not limited to **Exhibit “B.”**

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Karling Aguilera-Fort, Superintendent
Re: Rose Ave Reconstruction Project

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Sr. Program Manager
815 Colorado Boulevard, Suite 201
Los Angeles, CA 90041
Attention: Rick Ostrander
Telephone: (323) 202-2550
Email: rostrander@cfwinc.com

To Consultant: Kenco Construction Services, Inc.
4664 Romola Ave.
La Vern, CA 91750
Attention: Kenneth Hinge, President
Telephone(714) 981-2752
Email: kenhinge@kenco-inc.com

All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered, if delivered personally; (ii) on the date sent, if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected, if sent by certified mail; and (iv) the date it is received, if sent by regular United States mail.

32. Disputes. Except in the event of the District’s failure to make an undisputed payment due the Consultant, notwithstanding any disputes between the District and Consultant hereunder, the Consultant shall continue to provide and perform the Services and authorized Additional Services pending a subsequent resolution of such disputes. Any and all disputes under this Agreement between the District and Consultant shall be submitted for resolution for non-binding mediation. If such disputes cannot be resolved through mediation, all remaining disputes shall be resolved by binding arbitration conducted under the auspices of AAA and the AAA Construction Industry Arbitration Rules. The foregoing notwithstanding, as an express condition to the

Consultant's commencement of arbitration proceedings hereunder, the Consultant shall comply with all applicable requirements of Government Code section 900, *et seq.*

- 33. Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
- 34. Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 35. Amendment.** No changes, amendments, alterations, or modifications of this Agreement shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 36. Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Consultant shall remain liable to District in accordance with this Agreement for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement.
- 37. Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, or the Services, venue in state trial courts shall lie exclusively in the County of San Bernardino, California.
- 38. Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).
- 39. Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

OXNARD SCHOOL DISTRICT

KENCO CONSTRUCTION SERVICES, INC.

Signature

Signature

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: _____

EXHIBIT "A"

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement:

Total Not to Exceed Fee = \$367,080.00

II. Consultant may utilize subcontractors as permitted in the Agreement. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant's office to District's office or to the Project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the Agreement.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values ("SOV"), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District.

A. Acceptable back-up for billings shall include, but not be limited to:

a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.

b. Records for all supplies, materials and equipment properly charged to the Services.

c. Records for all travel pre-approved by District and properly charged to the Services.

d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Exhibit "A"

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Chief Business Official. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

The total compensation for the Services shall be provided for in this Agreement.

V. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, or any of the Services pursuant to Section 10 or Section 11(a) of the Agreement, District will pay Consultant as provided herein for all Services and authorized Additional Services actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement as compensation for the Services completed, plus any authorized Additional Services and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate.

After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

Exhibit "A"

EXHIBIT "B"

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

(5) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by Certified mail, return receipt requested, has been given to District.

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its Board members, officers, officials, employees, agents, and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and abuse/molestation.

Exhibit "B"

The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its Board members, officers, officials, employees, agents, and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Exhibit "B"

EXHIBIT “C”

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

The Consultant will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District’s students during the performance of the Agreement in compliance with Education Code sections 45125.1 and 45125.2. To assure these provisions, the Consultant’s supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers’ conduct while on school grounds. In addition, the Consultant shall barricade the work area to separate its workers from the students. Costs associated with this process are the responsibility of the Consultant.

The Consultant’s construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (“DOJ”) and have a proof of clearance in the form of an affidavit filed in the Needles Unified School District’s (“District”) Purchasing Office **prior to** the start of the work.

Education Code sections 45125.1 and 45125.2 require that criminal checks be completed for contractors who provide construction, janitorial, administrative, grounds and landscape maintenance, pupil transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the District as follows:

That I am a representative of the Consultant currently under contract (“Agreement”) with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken the following actions with respect to the construction Project that is the subject of the Agreement:

1. Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of work, a physical barrier at the Project site, which will limit contact between Consultant’s employees and District pupils at all times (mandatory for all projects); AND

2. The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant’s employees and all of its subcontractors’ employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has a pending criminal proceeding for a felony or has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant’s employees and of all its subcontractors’ employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant whom the California DOJ has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Consultant’s employees and its subcontractors’ employees is:

Name: _____

Title: _____

AND/OR

4. The work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Consultant shall come in contact with District pupils.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: _____

Proper Name of Consultant: _____

Signature: _____

By: _____

Its: _____

EXHIBIT “D”

SCOPE OF SERVICES

Outlined in Kenco Construction Services, Inc.’s Attached Proposal, dated September 20, 2021

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES #21-140

CONFLICT OF INTEREST CHECK

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

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [___] constitute [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **KENCO CONSTRUCTION SERVICES, INC.**, who will provide Services under the Agreement, [___] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



DSA INSPECTIONS / MANAGEMENT
A Division of the State Architects

www.kencoconstructionservices.com

EIN #27-2782038
SOS Corp. # 3245180

"Building Safe Schools"

Proposal for DSA "Onsite" Inspection.

Date: 09-20-21

Project Client: Oxnard School District
1055 South C Street
(805) 385-1514

Proposed Projects: **Rose Avenue – K-5 New School Campus**
220 S. Driskill Street, Oxnard, Ca. 93030

DSA App. Number: #03-119284 **DSA File Number:** 56-22

Proposed Scope of Work: One Class 1 DSA Project Inspector to provide certified inspections for the construction of a new elementary school and campus, including site utilities per the DSA approved drawings. Also included is the inspection of the demolition of the existing school and all site work. All documentation and DSA requirements included.
NOTE: Laboratory, geo/soil or special inspections are not included. Due to cost increases, Class 1 inspection rate will increase to \$95.00 on November 1st, 2021.

Project Rate: \$95.00 per hour for DSA inspections with a 4-hour minimum per site visit until the approved drawings are complete.
Unless additional work becomes necessary per the district, the hours are estimated not to exceed 8 hrs. per day. OT rate is \$142.50 per hr.

Estimated Cost: Estimated Start Date: **October 1st, 2021**
Estimated Completion Date: **September 1st, 2023**
23 months = 483 days = 3864 hrs. (@ \$95.00 per hr.). **\$ 367,080.00**

Total Estimated Proposal: \$ 367,080.00

Note: Please be advised that all inspections are subject to contractor performance. Therefore, the total cost proposal is an estimate and subject to increase or credit.

Project Inspector Agency Agreement and Contract Duties:

KENCO Construction Services agrees to provide continuous inspection of work for compliance with approved contract documents and California Building Codes, including Title 24. Project Inspector duties are outlined in Title 24, Part 1, Chapter 4, Section 4-333 thru 4-342 California Code of Regulations, including DSA Interpretation of Regulations A-6, A-7, A-8, and as incorporated in the following sections:

KENCO Construction Services, Inc.
4664 Romola Ave. La Verne, Ca. 91750
Phone: (714) 981-2752 - E-mail: kenhinge@kenco-inc.com

1. Represent the client under the guidance of the Architect, Construction Manager or designated agent.
2. Attend all planning, pre-con conferences, project meetings, or meetings as required by the client.
3. Monitor or observe all special inspections performed by the client-contracted testing laboratory as required by the Testing and Inspection Sheet and as outlined in the Project Specifications. Maintain and update a log specifying hours spent on the project by the special inspectors. Perform or monitor testing for Torque, Epoxy, and Pull Tests as required.
4. The client and the inspector shall each defend and hold harmless each other against any losses, liabilities, damages, injuries, claims, costs, or expenses arising out of, or connected with the provisions of this agreement and the contract documents.
5. This Agreement shall begin on or about **October 21st, 2021**, and remain in effect continuously until completed, or terminated in writing. This Contract is intended to be an agency agreement and may be terminated in 30 days by either party with, or without cause. This agency agreement shall be assignable to other schools within the district and shall apply to other inspectors as requested and approved by the district. The district shall not employ, contract, or engage in business or mutually beneficial relationship with any inspectors introduced to the District through KENCO Construction Services for a period of two (2) years after the dissolution of any contracts through KENCO Construction Services, unless written permission is granted prior to each relationship.
6. **The Oxnard School District** agrees to pay KENCO Construction Services, Inc. our monthly invoice for project services, billed at a rate of **\$95.00 per hour DSA inspection**, within 15 working days of receipt of invoice. Each monthly billing shall separately identify hours and charges for each individual school, consistent with required site accounting. KENCO Construction Services shall provide all necessary cell phones, laptop computers, digital cameras, and any equipment necessary to maintain proper documentation and administration functions throughout the duration of the project. The district shall provide all office space, utility lines, and equipment necessary per the project specifications.
7. KENCO Construction Services shall provide to the district at the end of the project all documentation in a professional format, either in binders or on a computer CD.
8. KENCO Construction Services shall not bill the client for any time not directly paid to the project inspectors working directly on the project. A DSA certified project manager will be assigned to oversee the project inspector to ensure accurate reporting of all activities and DSA compliance. Should any emergency arise where the consultant/inspector becomes absent, on vacation, or is not able to be on site due to causes beyond his/her reasonable control, the DSA certified project manager will provide inspections until the IOR returns.

X _____

X _____

Ken Hinge, President
KENCO Construction Services, Inc.
Date: 09-20-21

District Authorized Agent
Oxnard School District
Date:

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: October 20, 2021

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #21-141 with Construction Testing & Engineering Services, Inc., to provide Special Testing and Inspection Services for the Rose Avenue Elementary School Reconstruction Project (Quinto/Miller/CFW)

On September 22, 2021, the Board of Trustees approved the Guaranteed Maximum Price for construction of the Rose Avenue Elementary School Reconstruction Project (“Project”). This Project requires an approved DSA Special Testing and Lab Inspection Service related to the construction of the Project. Construction Testing & Engineering, Inc provided a response to a Request for Proposal for Onsite Special Testing and Inspections for the Rose Ave Elementary School Reconstruction Project. The District, in consultation with CFW recommends approval of the Agreement for Consultant Services and acceptance of the Proposal and issuance of a Purchase Order to Construction Testing & Engineering, Inc., to provide DSA Special Testing and Inspection Services for the Rose Avenue Elementary School Reconstruction Project. The Lab of Record (LOR) will provide special inspections and testing of work for compliance to the approved DSA Plans and Specifications for the project.

The attached Agreement for Consultant Services and the Proposal describes the scope of services requested from Construction Testing & Engineering, Inc., and calls for the performance of Special Inspection and Testing to ensure that the work performed in the field is in accordance with DSA approved design documents through the monitoring of construction activities and materials of the Project. The service will confirm that construction activities were performed satisfactorily in accordance with the approved design.

FISCAL IMPACT:

The Lab of Record Services will be completed for a lump sum fixed fee of: Three Hundred Seventy-Five Thousand Five Hundred Nine Dollars and No Cents (\$375,509.00) to be paid out of the Master Construct and Implementation Funds.

RECOMMENDATION:

It is the recommendation of the Director of Facilities, and the Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters Inc., that the Board of Trustees approve Agreement #21-141 with Construction Testing & Engineering Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-141, Construction Testing & Engineering Inc. \(19 Pages\)](#)
[Proposal \(5 Pages\)](#)

**Oxnard School District
Agreement for Consultant Services
Inspection and Testing Services as Lab of Record to be provided for
Rose Avenue Elementary School Reconstruction
Facility Construction Project**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of **October 2021**, by and between the **Oxnard School District** (“District”), with offices located at 1051 South “A” Street, Oxnard, California 93030, and **Construction Testing & Engineering, Inc.** (“Consultant”), with a business address located at 1645 Pacific Ave., Suite 107, Oxnard, California 93033. District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as “Parties”.

RECITALS

A. District is authorized by California Government Code section 53060 and District’s Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposal (“Proposal”), the performance of certain services, with the precise scope of work to be specified at the time of assignment of the work.

B. Following submission of a Proposal for the performance of services, Consultant was selected by District to perform services on behalf of the District at the District’s sole discretion.

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

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

OPERATIVE PROVISIONS

- 1. Incorporation of Recitals and Exhibits.** The Recitals set forth above and all Exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. Scope of Services.** The Scope of Services to be assigned to Consultant pursuant to issuance of a Purchase Order, is further defined in **Exhibit “D” – Scope of Services**, wherein the general responsibilities of Consultant are described pursuant to the discipline(s) for which the Consultant has been deemed qualified by District as described in this Agreement.
- 3. Term of Agreement.** Subject to earlier termination as provided for below, this Agreement shall remain in effect from October 21, 2021 through September 20, 2023 (the “Term”). This Agreement is a single service Agreement specific to requested services to be performed for the **Rose Avenue Elementary School Reconstruction Project, 220 S. Driskill St., Oxnard, CA 93033** (“Project”), as described in **Construction Testing & Engineering, Inc.** proposal dated August 24, 2021.

- 4. Time for Performance.** The scope of Services set forth in **Exhibit “D”** shall be completed during the Term referenced under item Section 3 above. If Services indicated in **Exhibit “D”** cannot be completed within the schedule set forth under Section 3 above, it is the responsibility of the Consultant to notify District no later than ten (10) days prior to the completion date for the Services, with a request for a time extension clearly identifying the cause(s) for the failure to complete the Services within the schedule and/or the Term. For this Agreement, the completion date for Services is September 20, 2023. Should Consultant fail to provide such notice, and/or the Services not be completed pursuant to that schedule or within the Term, Consultant shall be deemed to be in default as provided below. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 5. Additional Services.** Additional Services are services in addition to the Services set forth in this Agreement that are provided by Consultant pursuant to a written request by the District. Additional Services will require a written request or pre-authorization in writing by District, subject to specific approval processes of such services, to the extent required by District and which may be further determined at the time District receives a proposed cost for the requested Additional Services from the District Board of Trustees. Any modification of the compensation to be paid to Consultant as a result of Additional Services must be specifically approved in writing by the District Board of Trustees. In the event that the District Board of Trustees approves in writing a modification of the compensation, then Consultant shall be paid for such Additional Services pursuant to Section 8, below. However, it is understood and agreed that if the cause of the Additional Services is the sole or partial responsibility of Consultant, its agents, or any subconsultants or other parties under the charge of Consultant, no additional compensation shall be paid to Consultant. If such conditions exist so as to justify Additional Services as indicated above, which require additional compensation or time in order to be performed, it is the sole responsibility of Consultant to submit a request for Additional Services within ten (10) days of Consultant’s discovery of such conditions which require Additional Services. It is understood and agreed that if Consultant performs any services that it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Consultant shall not be paid for such claimed Additional Services.
- 6. Compensation and Method of Payment.** In exchange for Consultant’s services, District shall pay an amount to Consultant not to exceed the amount set forth in **Exhibit “A” – Compensation & Rate/Fee Schedule**, attached hereto and incorporated by reference herein. This Agreement is to be invoiced to the District in the form of Progress Payments. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice. If any expenses stated within Consultant’s invoice are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.
- a. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice.
- 7. Responsibilities of Consultant:**
- a) Consultant shall perform all Services as indicated in this Agreement to the Satisfaction of District.
- b) The specific Services of Consultant to be performed shall be indicated in **Exhibit “D”**, attached to this Agreement.

- c) Consultant hereby represents and warrants that (a) it is an experienced consultant in the discipline(s) identified in **Exhibit “D,”** having the skill, legal and professional ability, and flexibility necessary to perform all of the Services required under this Agreement; (b) it has the capabilities and resources necessary to perform its obligations hereunder; (c) it is familiar with all current laws, rules, regulations and other restrictions which are and may become applicable to the Scope of Services under this agreement, including but not limited to all local ordinances, building codes, and requirements from all Authorities Having Jurisdiction (“AHJ”) including, but not limited to, the Division of the State Architect (“DSA”), the Office of Public School Construction (“OPSC”), the State Facilities Planning Division (“SFPD”), California Department of Education (“CDE”), the California Department of General Services (“DGS”), the Department of Toxic Substance Control (“DTSC”), the California Environmental Quality Act (“CEQA”), Title 24 of the California Code of Regulations, the California Education Code, State and Local Fire Authorities, air quality districts, water quality and control boards, and any/all other AHJ; (d) it will assume all responsibility for all Services performed and all work prepared and furnished to District by its employees, agents, and subconsultants; (e) it has sufficient financial strength and resources to undertake and complete the Services provided for under this Agreement within the schedule and/or Term set forth in this Agreement; and (f) it certifies and covenants that all reports, certifications, studies, analyses, and other documents prepared by Consultant shall be prepared in accordance with all applicable laws, rules, regulations, and other requirements in effect at the time of their preparation, or required at their time of submittal to District and/or any applicable agencies.
- d) Consultant shall follow accepted industry standards and practices and comply with all federal, state and local laws and ordinances applicable to the Services required by this Agreement.

8. Responsibilities of District.

- a) District will prepare and furnish to Consultant upon Consultant’s request, such information as is reasonably necessary to the performance of the Services required under this Agreement. Consultant understands that all information provided to Consultant remains the property of District and shall only be removed from District’s possession/premises and/or be photocopied, reproduced, distributed, or otherwise made available to others if such activities are expressly approved in writing by District and/or the District’s Program Manager, Caldwell Flores Winters, Inc. (“Program Manager”). Failure to comply with the above requirements shall be reasonable cause for termination of this Agreement, and may subject Consultant to liability for damages to District.
- b) If requested by Consultant, District shall provide information as to the requirements and educational program for each project assigned by Agreement, including approved budget and schedule limitations.
- c) District shall facilitate and coordinate cooperation amongst and between District consultants, including but not limited to architects, construction managers, surveyors, geotechnical engineers, inspectors, testing laboratories, hazardous materials specialists, CEQA/DTSC compliance specialists, technology experts, and any other professional consultants District deems necessary to execute the Facilities Implementation Program. Such coordination shall include the distribution of documentation prepared by individual consultants which may be of service to Consultant in the course of completing the Services.
- d) District shall, at its sole discretion, provide for the timely approval and execution of the Agreement, Additional Services requests, invoices, and any other documentation that requires District action in order for Consultant to complete the Services.

9. Suspension. District may, for any reason or no reason, in District's sole discretion, suspend all or a portion of this Agreement, or the Services by giving ten (10) calendar days written notice of suspension to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress. If District suspends the Services for a period of ninety (90) consecutive calendar days or more and, in addition, if such suspension is not caused by Consultant or the acts or omissions of Consultant, then if the Services are resumed, Consultant's compensation shall be subject to adjustment to provide for actual direct costs and expenses incurred by Consultant as a direct result of the suspension and resumption by District of the Services.

10. Termination. This Agreement and/or all or part of the Services contained herein may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a) District may terminate all or a portion of this Agreement, or the Services, without cause, at any time by giving ten (10) calendar days' written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b) District may terminate all or a portion of this Agreement, or the Services, for cause, in the event of a Default by giving written notice pursuant to Section 13 below; or
- c) Consultant may terminate this Agreement at any time upon thirty (30) calendar days' written notice to the District, if District fails to make any undisputed payment to Consultant when due and where such failure remains uncured for forty-five (45) calendar days after Consultant's written notice to District.

11. Similar or Identical Services. In the event this Agreement, or any of the Services, are terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as District may determine appropriate, services similar or identical to those terminated to complete any unfinished Services or new services as needed by District, and upon such terms and in such manner as District may determine appropriate.

12. Inspection and Final Acceptance. District's acceptance of any work or Services, whether specifically in writing or by virtue of payment, shall not constitute a waiver of any of the provisions within this Agreement, unless otherwise expressly stated.

13. Default.

- a) Failure of Consultant to perform any Services or comply with any provisions of this Agreement constitutes a Default. District may terminate all or any portion of this Agreement, or the Services, for cause, in the event of a Default. The termination shall be effective if (i) Consultant fails to cure such Default within thirty (30) calendar days following issuance of written notice thereof by District; and/or (ii) if the cure by its nature takes longer, and thereby the Consultant fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and fails to diligently prosecute such cure to the satisfaction of District. If Consultant has not cured the Default, District may withhold all invoices and may choose to proceed with payment on said invoices only after the Default is cured to District's satisfaction. In the alternative, District may, in its sole discretion, during the period before Consultant has cured the Default, elect to pay any portion of outstanding invoices that corresponds to Services satisfactorily rendered. Any failure on the part of District to give notice of Consultant's default shall not be deemed to result in a waiver of District's rights at law and in equity, nor a waiver of any rights arising out of any provision of this Agreement.
- b) In addition to District's termination rights set forth above, District shall have (i) the right to cure Consultant's Default at Consultant's cost, in which case all amounts expended by District in connection with such cure shall accrue interest from the date incurred until repaid to District by Consultant at the rate

of ten percent (10%) per annum; and (ii) all other rights and remedies available to District at law and in equity, including, without limitation, an action for damages. District shall have the right to retain unpaid earned balances to offset damages, and/or charge Consultant for all damages above and beyond unpaid balance of Agreement.

14. Ownership of Documents. All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any Services pursuant to this Agreement (collectively and individually, the “Documents”) shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Upon completion, expiration, or termination of this Agreement, Consultant shall turn over to District all such Documents.

15. Use of Documents by District. If and to the extent that District utilizes any Documents, for any purpose not related to this Agreement and/or the Project, Consultant’s guarantees and warranties related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

16. Consultant’s Books and Records. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant’s performance of Services pursuant to this Agreement for a minimum of four (4) years after termination or expiration of this Agreement, or longer if required by law. Such records shall include, at minimum, a detailed record of daily performance, staff time records, subconsultants’ time records, documentation of all costs incurred by Consultant that were billed to District, and detailed records of all Consultant fees, overhead, and profit on earned amounts.

- a) Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of four (4) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.
- b) Any and all such records or documents shall be made available for inspection, audit, and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit, and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant’s address indicated for receipt of notices in this Agreement.
- c) District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

17. Independent Contractor. Consultant is retained as an independent contractor and is not employed by District. No employee or agent of Consultant shall become, or be considered to be, an employee of District for any purpose. It is agreed that District is interested only in the results obtained from the Services under this Agreement and that Consultant shall perform as an independent contractor with sole control of the manner and means of performing the Services required under this Agreement. Consultant shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Consultant and which shall not be subject to control or supervision by District except as to results of the Services. Consultant shall provide all of its own supplies, equipment, facilities, materials, manpower, and any/all other resources that may become necessary in the course of completing the Services. It is expressly understood and agreed that Consultant and its employees shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker’s compensation benefits, sick or injury leave or other benefits. Consultant will be responsible for payment of all

of Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes, since these taxes will not be withheld from payments under this Agreement.

- a) The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its officers, agents, and employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District.
- b) Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

18. Standard of Performance. Consultant represents and warrants that it has the skill, qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant represents and warrants that its employees and subcontractors have all legally required licenses, permits, qualifications and approvals necessary to perform the Services and that all such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, the standard of care utilized by persons engaged in providing services similar to those required of Consultant under this Agreement for California school districts in or around the same geographic area of District (the "Standard of Performance").

19. Confidential Information. All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential ("Confidential Information"). Consultant shall not release or disclose any such Confidential Information, Documents, or work product to persons or entities other than District without prior written authorization from the Superintendent of District and/or Program Manager, except as may be required by law. Confidential Information does not include information that: (i) Consultant had in its possession prior to considering entering into this Agreement; (ii) becomes public knowledge through no fault of Consultant; (iii) Consultant lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; or (iv) is independently developed by Consultant without benefit of the information provided by District. In connection with Confidential Information:

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

20. Conflict of Interest. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of the Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of District. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

- a) Bylaws of the Board 9270 BB and 9270 (BB) E, as hereinafter amended or renumbered, require that a consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant (i) represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it does does not qualify as a “designated employee”; and (ii) agrees to notify District, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been previously required to do so by District.

_____ (Initials)

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

- a) Without limiting the generality of the foregoing, Consultant, unless exempted, shall comply with the requirements of Education Code section 45125.1 with respect to fingerprinting of employees who may have contact with District’s pupils. Consultant must complete District’s certification form, attached herein as **Exhibit “C,”** prior to any of Consultant’s employees coming into contact with any of District’s pupils. Consultant also agrees to comply with all other operational requirements of District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.

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

23. Non-Discrimination. Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 42 U.S.C. 2000e and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

24. Disabled Veteran Business Enterprise Participation. Pursuant to Education Code section 17076.11, District has a participation goal for disabled veteran business enterprises (“DVBEs”) of at least three (3) percent, per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by District, Consultant shall provide proof of DVBE compliance, in accordance with any applicable policies of District or the State Allocation Board, within thirty (30) days of its execution of this Agreement

25. Assignment. The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties, Services or obligations under this Agreement without the prior written consent of

District and approval by District's Board of Trustees. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

- 26. Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Consultant shall be as fully responsible to District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by Consultant's subcontractors, as if the acts and omissions were performed by Consultant directly. Any and all subcontractors utilized by Consultant under this Agreement and/or for the Project must maintain any required licenses or certifications.
- 27. District Administrator.** **Lisa Franz** shall be in charge of administering this Agreement on behalf of District (the "Administrator"), provided that any written notice or any consent, waiver or approval of District must be signed by the Superintendent or a designated employee of District to be valid. The Administrator has completed **Exhibit D** "Conflict of Interest Check" attached hereto.
- 28. Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors consistent with the staff proposed as part of the Statement of Qualifications, if any, assigned to perform Services under this Agreement.
- a) Consultant shall provide District and the Administrator a list of all personnel and subcontractors providing Services and shall maintain said list current and up to date at all times during the Term. The list shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.
- 29. Indemnification.**
- a) For all liability either found by a court of competent jurisdiction, or as agreed to by the Parties, other than that liability arising out of the professional services of Consultant as described in **Exhibit "D,"** Consultant agrees to indemnify, defend and hold harmless District and its Board members, officers, officials, employees, and agents ("Indemnified Parties"), from and against any and all claims, actions, losses, damages, judgments, and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts of any person or entity under the control of the Consultant and for any costs or expenses (including but not limited to attorneys' fees) incurred by District on account of any claim, except where such indemnification is prohibited by law. Consultant's indemnification obligation applies to District's active as well as passive negligence but does not apply to District's sole negligence or willful misconduct.
- b) For liability arising out of the performance of its professional services under this Agreement, Consultant agrees to indemnify, defend, and hold harmless District and its Indemnified Parties, from and against any and all claims, actions, losses, damages, judgments, and/or liabilities, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. In no event shall such cost to defend that is charged to the Consultant exceed Consultant's proportionate percentage of fault. Consultant's indemnification obligation does not apply to District's sole negligence or willful misconduct.
- c) Consultant agrees to obtain executed indemnity agreements with provisions identical to the above from each and every subcontractor or sub-consultant retained or employed by Consultant in the performance of this Agreement. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. Consultant's obligation

to indemnify and defend District as set forth above is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____(Initials)

30. Insurance. Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit “B”** and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Any Consultant subcontractors and/or sub-consultants must maintain the necessary insurance coverages as provided for in this Agreement, including but not limited to **Exhibit “B.”**

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Karling Aguilera-Fort, Superintendent
Re: Rose Ave Reconstruction Project

With electronic copy to: Caldwell Flores Winters, Inc.
Oxnard School District Sr. Program Manager
815 Colorado Boulevard, Suite 201
Los Angeles, CA 90041
Attention: Rick Ostrander
Telephone: (323) 202-2550
Email: rostrander@cfwinc.com

To Consultant: Construction Testing & Engineering, Inc.
1645 Pacific Ave., Suite 107
Oxnard, CA 93033
Attention: Tiffany Spain
Business Development
Telephone(805) 486-6475
Email: tiffany@cte-inc.net

All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when delivered in any of the following ways: (i) on the date delivered, if delivered personally; (ii) on the date sent, if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected, if sent by certified mail; and (iv) the date it is received, if sent by regular United States mail.

32. Disputes. Except in the event of the District’s failure to make an undisputed payment due the Consultant, notwithstanding any disputes between the District and Consultant hereunder, the Consultant shall continue to provide and perform the Services and authorized Additional Services pending a subsequent resolution of such disputes. Any and all disputes under this Agreement between the District and Consultant shall be submitted for resolution for non-binding mediation. If such disputes cannot be resolved through mediation, all remaining disputes shall be resolved by binding arbitration conducted under the auspices of AAA and the AAA

Construction Industry Arbitration Rules. The foregoing notwithstanding, as an express condition to the Consultant's commencement of arbitration proceedings hereunder, the Consultant shall comply with all applicable requirements of Government Code section 900, *et seq.*

- 33. Excusable Delays.** Neither Party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that Party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed Party: (i) gives the other Party prompt written notice of such cause; and (ii) uses reasonable efforts to correct such failure or delay in its performance. The delayed Party's time for performance or cure under this section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.
- 34. Entire Agreement; Binding Effect.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into this Agreement, Consultant relied solely upon the provisions contained in this Agreement and no others. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.
- 35. Amendment.** No changes, amendments, alterations, or modifications of this Agreement shall be valid, effective or binding unless made in writing and signed by both Parties and approved by the District's Board of Trustees. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 36. Waiver.** Waiver by any Party of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specifically specified in writing. Neither District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Consultant shall remain liable to District in accordance with this Agreement for all damages to District caused by Consultant's failure to perform any of the Services to the Standard of Performance. This provision shall survive the termination of this Agreement.
- 37. Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. With respect to litigation involving this Agreement, or the Services, venue in state trial courts shall lie exclusively in the County of San Bernardino, California.
- 38. Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).
- 39. Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

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

OXNARD SCHOOL DISTRICT

CONSTRUCTION TESTING & ENGINEERING, INC.

Signature

Signature

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: _____

EXHIBIT “A”

COMPENSATION & RATE/FEE SCHEDULE

I. The following rates of pay shall apply in the performance of the Services under this Agreement:

Total Not to Exceed Fee = \$375,509.00

II. Consultant may utilize subcontractors as permitted in the Agreement. The hourly rate for any subcontractor shall be consistent with the rate and fee schedule indicated in Section I above unless other direction is provided with written authorization from District Superintendent or his/her designee.

III. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Consultant may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Consultant beyond the typical obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by District in writing and do not cause the amounts paid to Consultant to exceed the amounts allowed under this Agreement. No mark-up of any expense is permitted. The following is the EXCLUSIVE list of reimbursable expenses:

A. Travel and Mileage. Consultant must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Consultant’s office to District’s office or to the Project site will not be approved for reimbursement.

B. Reimbursable Reprographic Services. Print sets or copies requested in writing by District beyond the quantities required under the Agreement.

C. Fees for Subcontractors. Fees for subcontractors hired and paid by Consultant at the written request of District and are permitted in the Agreement.

D. Fees advanced for securing approval of public agencies having jurisdiction over any project hereunder.

IV. Consultant shall provide to District a complete Schedule of Values (“SOV”), identifying major work activities required to complete the authorized scope of work. All invoices must reflect the appropriate progress percentage for each SOV item billed, to be verified by District. District will compensate Consultant for the Services performed upon approval by District of a valid and complete invoice, in form and substance acceptable to District.

A. Acceptable back-up for billings shall include, but not be limited to:

a. Records for all personnel describing the work performed, the number of hours worked, and the hourly rate, for all time charged to the Services.

b. Records for all supplies, materials and equipment properly charged to the Services.

c. Records for all travel pre-approved by District and properly charged to the Services.

d. Records for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

Exhibit “A”

Unless otherwise directed by District, in writing, completed invoices are to be submitted to the attention of the Director of Purchasing and the Chief Business Official. To be considered complete, the invoice packet shall include all back-up documentation required by District and sign-off from District staff, Program Manager or project manager assigned by District to supervise the Services.

The total compensation for the Services shall be provided for in this Agreement.

V. Compensation Upon Termination. In the event that District suspends or terminates this Agreement, or any of the Services pursuant to Section 10 or Section 11(a) of the Agreement, District will pay Consultant as provided herein for all Services and authorized Additional Services actually performed, and all authorized reimbursable expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of suspension or termination; provided that such payments shall not exceed the amounts specified in the Agreement as compensation for the Services completed, plus any authorized Additional Services and authorized reimbursable expenses completed prior to suspension or termination. No payment for demobilization shall be paid unless District at its sole discretion determines that demobilization or other compensation is appropriate.

After a notice of termination is given, Consultant shall submit to District a final claim for payment, in the form and with certifications prescribed by District. Such claim shall be submitted promptly, but in no event later than forty (40) calendar days after the Termination Date specified on the notice of termination. Such payment shall be Consultant's sole and exclusive compensation and District shall have no liability to Consultant for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

Exhibit "A"

EXHIBIT "B"

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

(5) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after thirty (30) days' prior written notice by Certified mail, return receipt requested, has been given to District.

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its Board members, officers, officials, employees, agents, and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities and/or Services Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; automobiles owned, leased, hired or borrowed by Consultant, and abuse/molestation.

Exhibit "B"

The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy District that the insurance provisions of this Agreement have been complied with. District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its Board members, officers, officials, employees, agents, and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Exhibit "B"

EXHIBIT "C"

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

The Consultant will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Agreement in compliance with Education Code sections 45125.1 and 45125.2. To assure these provisions, the Consultant's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the Consultant shall barricade the work area to separate its workers from the students. Costs associated with this process are the responsibility of the Consultant.

The Consultant's construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice ("DOJ") and have a proof of clearance in the form of an affidavit filed in the Needles Unified School District's ("District") Purchasing Office **prior to** the start of the work.

Education Code sections 45125.1 and 45125.2 require that criminal checks be completed for contractors who provide construction, janitorial, administrative, grounds and landscape maintenance, pupil transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the District as follows:

That I am a representative of the Consultant currently under contract ("Agreement") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Consultant certifies that it has taken the following actions with respect to the construction Project that is the subject of the Agreement:

1. Pursuant to Education Code section 45125.2, Consultant has installed or will install, prior to commencement of work, a physical barrier at the Project site, which will limit contact between Consultant's employees and District pupils at all times (mandatory for all projects); AND
2. The Consultant has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Consultant's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined that none of those employees has a pending criminal proceeding for a felony or has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Consultant's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR
3. Pursuant to Education Code section 45125.2, Consultant certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Consultant whom the California DOJ has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Consultant's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Consultant shall come in contact with District pupils.

Consultant's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Consultant.

Date: _____

Proper Name of Consultant: _____

Signature: _____

By: _____

Its: _____

EXHIBIT “D”

SCOPE OF SERVICES

Outlined in Construction Testing & Engineering, Inc.’s Attached Proposal, dated August 24, 2021

EXHIBIT "E"
TO AGREEMENT FOR CONSULTANT SERVICES # _____

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 District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

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

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached [___] constitute [**X**] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Consultant, **Construction Testing & Engineering Inc.** [] is [**X**] is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



August 24, 2021

PR R21090

Attn: Rick Ostrander
Caldwell Flores Winters, Inc.
815 Colorado Blvd., Suite 201
Los Angeles, CA 90042
(323) 202-2545
rostrander@cfwinc.com

SUBJECT: NOT TO EXCEED PROPOSAL TO PROVIDE GEOTECHNICAL, MATERIALS TESTING AND SPECIAL INSPECTION SERVICES

PROJECT: DSA #03-119284 ROSE AVENUE K-5 SCHOOL

LOCATION: 220 S. DRISKILL ST, OXNARD, CA 93030

Dear Mr. Ostrander,

Attached is our Not to Exceed proposal to provide geotechnical, materials testing, and special inspection services for the above project. Our estimate is based on review of the project plans and specifications provided. Our rates are based on State of California prevailing wage rates; if this were to change for any reason; CTE will adjust the rates accordingly. We have reviewed Addendum 3A-3B.

We are fully capable of providing all of the proposed services from our accredited facilities in Oxnard, California. While considering our proposal please keep in mind that all of our **rates include distribution of reports. No additional charges for local mileage or equipment will be added.**

Thank you for the opportunity to present this proposal. We look forward to working with you on this project. If you have any questions regarding this proposal or our capabilities, please contact Tiffany at 619-453-1393.

Respectfully,

CONSTRUCTION TESTING & ENGINEERING, INC.

State DIR - SB 845 Registration # 1000006116

Tiffany Spain
Business Development
tiffany@cte-inc.net

Dharmesh Amin, MS, PE, GE
Branch Manager

Rose Avenue K-5 School (Oxnard, CA)
Proposed Materials Testing and Inspection Services:

Service	Qty	Unit	Rate	Total
ACI Concrete Technician	160	hrs @	\$99	\$ 15,840
Concrete Batch Plant Inspection	160	hrs @	\$99	\$ 15,840
Floor Flatness/Levelness Test	14	hrs @	\$110	\$ 1,540
Reinforced Masonry Inspection	40	hrs @	\$105	\$ 4,200
Post-Installed Drilled Anchor Inspection	96	hrs @	\$105	\$ 10,080
Post-Installed Drilled Anchor Testing	96	hrs @	\$105	\$ 10,080
AWS/CWI - Field Welding & High-Strength Bolting	920	hrs @	\$105	\$ 96,600
AWS/CWI - Shop Welding & High-Strength Bolting	920	hrs @	\$105	\$ 96,600
Non-Destructive Testing Inspector - Field	96	hrs @	\$110	\$ 10,560
Non-Destructive Testing Inspector - Shop	96	hrs @	\$110	\$ 10,560
Concrete Mix Design Review	3	each @	\$200	\$ 600
Base Plate Grout Compression Testing	48	each @	\$22	\$ 1,056
Base Plate Grout Inspection	48	hrs @	\$105	\$ 5,040
Concrete Compression Tests	520	each @	\$22	\$ 11,440
Masonry Unit Compression Tests	12	each @	\$50	\$ 600
Masonry Unit Absorption Tests	12	each @	\$60	\$ 720
Masonry Composite Prism Tests - 8"x 8"x 16"	16	each @	\$95	\$ 1,520
Masonry Coring - 2 Man Crew	6	hrs @	\$240	\$ 1,440
Masonry Shear Tests	4	each @	\$60	\$ 240
Mortar Compression Tests	9	each @	\$22	\$ 198
Grout Compression Tests	16	each @	\$22	\$ 352
Sample & Tag Rebar	8	hrs @	\$105	\$ 840
Rebar Bend Test - # 11 Bar and Under	15	each @	\$35	\$ 525
Rebar Tensile Test - # 11 Bar and Under	15	each @	\$30	\$ 450
High-Strength Bolt (A325/A490) Tensile Testing	12	each @	\$80	\$ 960
High-Strength Bolt (A325/A490) Hardness Testing	12	each @	\$50	\$ 600
Sample Pickup	30	each @	\$50	\$ 1,500
Field Test Equipment (i.e., Skidmore, Torque Wrench, Air Meter, NDE Scope)	1200	hrs @	\$0	\$ -
Administrative Assistant	32	hrs @	\$0	\$ -
Project Management	32	hrs @	\$0	\$ -
Sr. Engineer Services	32	hrs @	\$130	\$ 4,160
Estimated Sub-Total Materials Testing and Inspection:				\$ 304,141

Proposed Geotechnical Testing Services:

Service	Qty	Unit	Rate	Total
Soils Technician (Compaction Test - Fine Grading, Over-Ex)	160	hrs @	\$99	\$ 15,840
Soils Technician (Compaction Test - Trench Backfill)	200	hrs @	\$99	\$ 19,800
Soils Technician (Compaction Test - Pavement SG / Base)	160	hrs @	\$99	\$ 15,840
Asphaltic Paving Inspection	32	hrs @	\$99	\$ 3,168
Footing Inspection - Engineer / Geologist	48	hrs @	\$110	\$ 5,280
Lab Maximum Density Test	6	each @	\$200	\$ 1,200
Expansion Index	3	each @	\$140	\$ 420
Soil Classification with Gradation and Atterburg	3	each @	\$245	\$ 735
Aggregate Conformance Testing (SA, SG, No. 200, Organic Impurities, Unit Weight)	3	each @	\$220	\$ 660
"R" Value Testing	2	each @	\$220	\$ 440
Asphalt Hveem Test	4	each @	\$165	\$ 660
Maximum Theoretical Density	4	each @	\$150	\$ 600
% Asphalt, Extraction	4	each @	\$150	\$ 600
Field Test Equipment (i.e., Nuclear Gauge)	552	hrs @	\$0	\$ -
Administrative Assistant	7	hrs @	\$0	\$ -
Project Management	7	hrs @	\$0	\$ -
Misc. Engineering Services	32	hrs @	\$110	\$ 3,520
Sr. Engineer/Geologist Services	12	hrs @	\$130	\$ 1,560
Cost Incured				\$ 1,045
Estimated Sub-Total Geotechnical Services:				\$ 71,368

Estimated Total Proposed Services Not to Exceed:	\$ 375,509
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NTE does not include OT or re-inspection.

Optional Services:

Service	Unit	Rate
Reinforced Concrete Inspection	hrs @	\$105
Rebar Inspection	hrs @	\$105

ASSUMPTIONS

A construction schedule was not available for this estimate.
 Plans and specifications were on hand for this estimate.
 DSA form 103 was not available for this estimate.
 Assumes concrete and rebar inspections will be performed by IOR.
 No overtime is scheduled.
 No weekend work is scheduled.
 This budget estimate reflects realistic amounts of inspection and testing at a **Prevailing** wage inspection rate.
 The hourly rate reflects an anticipated start date of 2021.
 All work performed outside our scope of service will be invoiced per CTE 2021 Schedule of Fees.
8 (4 field-cured and 4 lab-cured) Concrete cylinders taken for each **50** Cubic Yards per specs.
 Costs of Final and As-Graded Reports, and Pad Certifications are covered under Engineer Services.
 **Patching of core is assumed to be performed by the contractor/client. Patching may be provided as an extra cost.

AUTHORIZATION FOR WORK TO BE PERFORMED

Should this scope of work, as described, meet with your approval, you may authorize the work to proceed by signing a copy of this proposal and returning it to our office. Should you believe that a modified scope of work may better meet your current needs, please contact our office. The attached CTE Standard Terms and Conditions shall govern this agreement.

GENERAL CONDITIONS

This will be a T&M based contract.

Client will be invoiced in accordance with CTE and State of California prevailing wage requirements, using a five day work week; all overtime will be billed at 1.5 times regular rate, until or unless double time rates apply. Additional services would be provided in accordance with our standard schedule of fees.

Please note that all inspector and technician rates may increase every July 1, commensurate with the State of California annual increase.

Late, same day, or show up time cancellations will be subject to a two-hour minimum charge, or actual time expended.

This proposal is a good faith estimate of project inspection and testing costs. Actual billing will depend on the actual construction schedule and re-testing requirements.

This quote is valid for at least 90 days from date on letter.

Printed Name
(Client, responsible for all payments, if not owner)

Authorized Signature

Title/Email Address

Phone Number/Date

Printed Name
(Owner, if different than client)

Authorized Signature

Title/Email Address

Phone Number/Date

CONSTRUCTION TESTING & ENGINEERING, INC.
STANDARD TERMS & CONDITIONS

- 1. SCOPE OF AGREEMENT:** CTE's written proposal along with these Terms and Conditions contain the entire agreement ("Agreement") between CTE and its client ("Client") relating to the project and the services provided by CTE for the project. Client may negotiate the modification or elimination of any of these Terms and Conditions with CTE prior to signing the Agreement. By signing the Agreement and/or agreeing to receive CTE's services as described in the proposal, Client agrees to be bound by these Standard Terms and Conditions. Client agrees that it has been provided a copy of, read, and agrees to these Standard Terms and Conditions. Any prior discussions, negotiations, or representations not expressly set forth in the written proposal and these Terms and Conditions are not part of the agreement. CTE requires that all modifications to the scope of the proposal and these Standard Terms and Conditions be in writing and signed by both CTE and Client. CTE's lack of enforcement of any term, condition, or covenant shall not constitute a waiver of any such unenforced term, condition, or covenant, or CTE's right to insist upon future strict compliance with these Standard Terms and Conditions. If any term, condition, or covenant of these Standard Terms and Conditions is held to be invalid, void, or unenforceable, the remaining provisions of these Standard Terms and Conditions shall remain valid and binding on all parties.
- 2. PAYMENT TERMS:** CTE shall submit monthly invoices for the work performed on the project to Client, and said invoices shall be due and payable upon receipt. No retention shall be held by Client. Client agrees that failure to timely pay these invoices is a material breach of the agreement. Client agrees that upon its failure to timely pay CTE invoices, CTE may suspend its work pending payment, and may elect to terminate without penalty the contract under which Client did not timely tender payment for services rendered. Client agrees that the periodic invoices are presumed to be correct, conclusive, and binding on Client unless Client notifies CTE in writing of alleged inaccuracies, discrepancies, or errors in the billing within ten (10) days after receipt of such invoices. Client agrees to pay a late charge of 1-1/2% per month on the unpaid balance commencing thirty (30) days after receipt of an invoice. In the event of any increase in the hourly rates charged for its testing, inspection, or engineering services specified by this agreement, CTE shall provide 30 days advance notice to Client of any such increase. Client shall have two (2) weeks in which to object to the increase, and any failure to timely object shall constitute an acceptance of the increase.
- 3. CHANGES IN SCOPE OF WORK:** Client agrees that if it requests incidental or additional services not specified by the written proposal, it will pay CTE for such services based upon CTE's customary hourly or unit price rates for said testing, inspection, and engineering. In the event that changes are made to the plans and specifications for the project or Client modifies or alters the scope of its work, CTE shall be entitled to additional compensation to the extent that the change increases CTE's testing, inspection, or engineering services, or the duration of CTE's performance.
- 4. TIME:** Client agrees that time is of the essence in connection with CTE's services, and that an extension or delay to CTE's performance duration shall result in increased costs to CTE. Client further agrees that any CTE extended performance duration or delay beyond that specified by the written proposal, and if none is specified by the proposal, by the initial approved construction schedule, shall justify additional compensation to CTE. Said additional compensation shall be based upon CTE's customary hourly, daily, or monthly rates or unit prices for its testing, inspection, and/or engineering services.
- 5. PROJECT DELAY:** CTE is not responsible for project delay or damages resulting therefrom caused in whole or part by the activities of Client, contractor, or its subcontractors, or governmental agencies, or by factors beyond CTE's reasonable control, including but not limited to, delays caused by reason of strikes, accidents, acts of God, weather, or failure of Client to furnish timely information or approval of CTE's work. CTE shall not be responsible for any delays caused by the actions and/or omissions of governmental agencies including but not limited to the processing of building permits or Environmental Impact Reports. CTE shall only act as an advisor to its Client on any governmental relations or approvals.
- 6. OWNERSHIP OF WORK-PRODUCT:** All documents, papers, drawings, testing data, or other work-product prepared by CTE ("CTE Work Product"), and copies thereof, shall remain the property of CTE and may not be used by or relied upon by other third parties without CTE's express written consent. Provided that Client pays for all services rendered in full, Client may rely upon the CTE Work Product for its intended purpose. In the event that Client fails to pay CTE for the services rendered, Client agrees to return all documents, papers, drawings, testing data, or other work-product prepared by CTE and not to use, lend, or otherwise authorize the use of said documents without CTE's written consent.
- 7. MUTUAL COOPERATION:** CTE and Client agree to cooperate with each other in every way necessary in order to effectuate the intent of this Agreement. Client shall make available to CTE all information regarding existing and proposed conditions at the site, including but not limited to plot plans, topographic surveys, hydrographic data, and soil data including borings, field and laboratory tests, and written reports. Client shall provide and/or ensure that free access is provided to the site for all necessary equipment and personnel.
- 8. TERMINATION:** CTE and Client each have the right to terminate, with or without cause, the Agreement upon ten (10) days written notice to the other party. If Client terminates the Agreement, CTE shall cease performance of all nonscheduled services. Notwithstanding the foregoing, CTE shall have no obligation to perform any services within five (5) days of the noticed termination date of the Agreement. Client shall be responsible for the payment of all services performed prior to the noticed termination date of the Agreement. If CTE terminates the Agreement, Client assumes all responsibility for substitute performance of all obligations memorialized in the Agreement. Under no circumstance shall CTE be responsible for consequential damages arising from the termination of the Agreement or any other cause. CTE and Client agree to a mutual waiver of any consequential damages.
- 9. WARRANTY:** CTE warrants that it and its professionals are properly licensed to perform the services rendered. Client understands and agrees that CTE does not guarantee the completion, quality of work performed by others on the project, or that the construction work complies with the specifications, plans, or building codes. CTE makes no warranty, either express or implied, to its findings, recommendations, testing or engineering results, or professional advice except that its testing, inspection, and/or engineering work was performed pursuant to generally accepted engineering standards within the industry in effect at the time of performance and within the geographic location in which the work was performed. CTE makes no representations concerning the nature of any subsurface soil condition unless specifically provided in writing.
- 10. EXCLUSION OF IMPLIED WARRANTIES:** There are NO IMPLIED WARRANTIES OF MERCHANTABILITY and NO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE included with any products or materials incorporated into and/or utilized in connection with work performed by CTE. CTE expressly disclaims all IMPLIED WARRANTIES OF MERCHANTABILITY and WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.
- 11. USE OF FINALIZED/APPROVED DOCUMENTS:** Client agrees not to use or permit the use by any other entity, any plans, drawings, or other construction documents prepared by CTE which are not signed by CTE or finalized. Client agrees to be liable and responsible for any such unauthorized use of unsigned plans, documents, or other construction documents not signed by CTE, and waives all rights and claims against CTE for their unauthorized use.
- 12. NO FIELD DIRECTION:** Client understands that CTE's field personnel provide technical assistance to Client at the project site, and that CTE will not perform construction supervision, construction management, or otherwise direct or oversee construction or the work. Client shall inform all contractors and subcontractors that CTE is providing technical assistance and is not directing the work.
- 13. CONSTRUCTION STAKING:** In the event that any construction staking provided by CTE is destroyed, damaged, or disturbed by Client, the contractor, its subcontractors, an act of God or any other party other than CTE, the cost of re-staking shall be paid for by Client as extra work.
- 14. SAFETY:** Client agrees that in accordance with the generally accepted industry standards and practices, the construction contractor will assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this responsibility shall apply continuously and not limited to normal work hours, and that Client agrees to defend, indemnify, and hold CTE harmless from any and all liability, loss, or damage, real or alleged, in connection with accidents or injury on this project except to the extent caused by the sole negligence or willful misconduct of CTE.
- 15. PROFESSIONAL LIABILITY:** CTE agrees to perform its testing, inspection, and/or engineering services in accordance with the written proposal, these Standard Terms and Conditions, and the custom and practice in the industry in place at the time the services were rendered, and in the geographic local in which the work was performed. Client understands and agrees that CTE performs testing and inspection services upon request by Client, and that unless Client specifically notifies CTE that particular testing and inspection is required, CTE assumes no responsibility to insure that any particular testing or inspection services are needed or performed. Client agrees to limit CTE's liability to Client and to all contractors and subcontractors on the project, in total, due to alleged professional negligence, CTE's acts, errors, or omissions, and breaches of contract, to the sum of Ten Thousand Dollars (\$10,000) or CTE's total invoiced and paid fee on the project, whichever is greater.
- 16. CHOICE OF LAW/VENUE/DISPUTES:** The Agreement between CTE and its Client shall be governed by and construed in accordance with the laws of the State of California. CTE and Client agree that any such action arising out of the services provided by CTE shall be brought in the Superior Court of the State of California, County of San Diego.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 20, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #2 to Agreement #20-25, City Impact Inc. (DeGenna/Jefferson)

At the Board Meeting of June 24, 2020, the Board of Trustees approved Agreement #20-25 with City Impact Inc., in the amount of \$814,000.00, to provide Individual and/or Therapy Services and Social/Emotional Testing and Assessment Services for the Special Education Department during the 2020-2021 and 2021-2022 academic school year.

At the Board Meeting of May 5, 2021, the Board of Trustees approved Amendment #1, in the amount of \$250,000, to increase the number of students who received services during the 2020-2021 academic school year, for a revised total agreement amount of \$1,064,000.00.

Amendment #2 is required to update the rate sheet dated August 30, 2021, with no change to the total agreement amount.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #20-25 with City Impact Inc.

ADDITIONAL MATERIALS:

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

[Rate Sheet \(1 Page\)](#)

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

[Agreement #20-25, City Impact Inc. \(14 Pages\)](#)

**Amendment #2 to Agreement #20-25 with
City Impact, Inc.
October 20, 2021**

At the Board Meeting of June 24, 2020, the Board of Trustees approved Agreement #20-25 with City Impact Inc., in the amount of \$814,000.00, to provide Individual and/or Therapy Services and Social/Emotional Testing and Assessment Services for the Special Education Department during the 2020-2021 and 2021-2022 academic school year.

At the Board Meeting of May 5, 2021, the Board of Trustees approved Amendment #1, in the amount of \$250,000, to increase the number of students who received services during the 2020-2021 academic school year, for a revised total agreement amount of \$1,064,000.00.

Amendment #2 is required to update the rate sheet previously approved, with no change to the total agreement amount.

CITY IMPACT, INC:

By: _____
Betty Alvarez- Ham

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____



**SPECIAL EDUCATION COUNSELING
COUNSELING RATES (Effective July 1, 2021)**

SCOPE OF WORK
(Addendum August 30, 2021)

1. Provide Individual Therapy – in school (English or Spanish)
2. Provide Individual Therapy Services – (in home or City Impact Office (English or Spanish)
3. Start-Up
4. Provide Social and Emotional Testing and Assessment Report
5. Crisis Counseling
6. Attendance at IEP (when requested by School Psychologist or District Administration)
7. Case Manager/Psychologist Meeting
8. Child Protective Services Report
9. Litigious Meeting
10. Quarterly Progress Reports/Final Progress Reports
11. Parent Call for Consent (Voicemail messages, return calls) per call
12. Student sign in/out for sessions on campus
13. Provide Group Therapy Services – in School (English or Spanish)
14. Tele-Health Counseling Services

Counseling Services	Session Rates
Individual English Session	\$ 66.23
Individual Spanish Session	\$ 66.23
Start-up Session (New Student 1.5 hr.)	\$ 99.34
Social and Emotional Testing and Assessment Report	\$ 91.80
Crisis Counseling/Referrals (per hour)	\$ 66.23
IEP Meeting (per hour)	\$ 66.23
Case Manager/Psychologist Meeting (per 30 min.)	\$ 33.11
Child Protective Services Report	\$ 66.23
Litigious Meeting (per hour)	\$ 66.23
Quarterly Progress Reports/Final Progress Reports	\$ 33.11
Parent Call for Consent (Voicemail messages, return calls) per call	\$ 16.55
Student sign in/out for sessions on campus (15 min. per student)	\$ 16.55
Group Session	\$ 88.32
Tele-Health Counseling Session	\$ 66.23
Tele-Health Counseling (Initial Call for Parent Consent, Set-up appointment, mailing out consent form, documentation)	\$ 66.23

**Amendment #1 to Agreement #20-25
City Impact, Inc.
May 5, 2021**

At the Board Meeting of June 24, 2020, the Board of Trustees approved Agreement #20-25 with City Impact, in the amount of \$814,000.00, to provide Individual and/or Therapy Services and Social/Emotional Testing and Assessment Services for the Special Education Department during the 2020-2021 and 2021-2022 academic school year.

Amendment #1, in the amount of \$250,000.00, is needed to increase the number of students receiving services through the remainder of the 2020-2021 academic school year, for a revised total agreement amount of \$1,064,000.00.

CITY IMPACT, INC:

By: _____ Date: _____
Betty Alvarez-Ham

OXNARD SCHOOL DISTRICT:

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

OXNARD SCHOOL DISTRICT

Agreement #20-25

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 24th day of June 2020 by and between the Oxnard School District (“District”) and City Impact Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2020** 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 Eight Hundred Fourteen Thousand Dollars (\$814,000.00), per attached Rate Sheet, unless additional compensation is approved in writing by the District.

1900

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BAH (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.

BAH (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.

BAH (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. Anabolena DeGenna
Phone: (805) 385.1501 x2175
Fax: (805) 487.9648

To Consultant: City Impact Inc.
555 South A Street, Suite 185
Oxnard, CA 93030
Attn: Betty Alvarez Ham
Phone: (805) 983.3636
Fax: (805) 983.3636

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

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

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

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

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz

Signature

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

6-25-2020

Date

Tax Identification Number: 95-6002318

CITY IMPACT INC.:

Beth A. Han

Signature

BETH A. HAN, PRESIDENT

Typed Name/Title

6/19/2020

Date

Tax Identification Number: 77-0388915

- Not Project Related
- Project #18-175

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-25

SERVICES

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

*Provide Individual Student and/or Group Therapy, as well as Staff Supervision for the Special Education Services Department during the 2020-2021 & 2021-2022 school years, per attached Rate Sheet.

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

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

Not Project Related

Project #18-175

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-25

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$814,000.00 per attached Rate Sheet

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

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

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

IV. The total compensation for the Services shall not exceed \$814,000.00, per attached Rate Sheet, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-25

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 #18-175

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 #18-175

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #20-25

CONFLICT OF INTEREST CHECK

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

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

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

Date: 6-25-2020
By: *L. Franz*
Lisa A. Franz
Director, Purchasing



OXNARD SCHOOL DISTRICT
SPECIAL EDUCATION COUNSELING

CITY IMPACT RATES (Effective July 1, 2020)

SCOPE OF WORK

1. Provide Individual Therapy – in school (English or Spanish)
2. Provide Group Therapy Services – in School (English or Spanish)
3. Attendance at IEP (when requested by School Psychologist or District Administration)
4. Provide Individual Therapy Services – (in home or City Impact Office (English or Spanish)
5. Provide Social and Emotional Testing and Assessment Report
6. Tele-Health Counseling Services

Counseling Services	Session Rates
Individual English Session	\$ 64.93
Individual Spanish Session	\$ 64.93
Group Session	\$ 86.59
Refusal Session	\$ 64.93
Start-up Session (New Student 1.5 hr.)	\$ 97.39
Case Manager/Psychologist Meeting (per 15 mins.)	\$ 16.23
IEP Meeting (per hour)	\$ 64.93
Quarterly Progress Reports/Final Progress Reports	\$ 32.47
Crisis Counseling/Referrals (per hour)	\$ 64.93
Social and Emotional Testing and Assessment Report	\$ 90.00
Tele-Health Counseling (Initial Call for Parent Consent, Set-up appointment, mailing out consent form, documentation)	\$ 64.93
Tele-Health Counseling Session	\$ 64.93
Parent Call for Consent (Voicemail messages, return calls)	\$ 10.61 per call

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth F. Quinto, CPA

Date of Meeting: October 20, 2021

Agenda Section: Section C: Support Services Agreement

Ratification of Amendment #1 to Agreement #21-06 with Child Development Resources of Ventura County, Inc. (CDR) for Supplying Breakfast and Lunch Meals to Head Start Preschool Students at Sierra Linda and Harrington Schools (Quinto/Lugotoff)

At the Board Meeting of June 23, 2021, the Board of Trustees approved Agreement #21-06 with CDR, for Child Nutrition Services to prepare breakfast, lunch and snack for preschool students at Sierra Linda and Harrington. Meals services were to be charged monthly.

Recent USDA meal options allow Oxnard School District to eliminate the need to charge CDR for the meal service. Instead, Oxnard School District would claim the meals and snacks as part of our own monthly claim. This offer to CDR would be in effect during this 2021/22 school year.

FISCAL IMPACT:

None. The revenue generated by the reimbursement from the Seamless Summer Option covers the cost of operating.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees ratify Amendment #1 to Agreement #21-06 with Child Development Resources of Ventura County, Inc. for the purpose of supplying breakfast and lunch meals to their Head Start programs at Sierra Linda and Harrington Schools during the 2021/22 school year.

ADDITIONAL MATERIALS:

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

[Agreement #21-06 \(10 pages\)](#)

**Amendment #1 to Agreement #21-06 with
Child Development Resources of Ventura County, Inc. (CDR)
October 20, 2021**

At the Board Meeting of June 23, 2021, the Board of Trustees approved Agreement #21-06 with CDR., for Child Nutrition Services to prepare breakfast, lunch and snack for preschool students at Sierra Linda and Harrington. Meals services were to be charged monthly.

Amendment #1, allows Oxnard School District to eliminate the need to charge CDR for the meal service due to the recent USDA meal options. Instead, Oxnard School District would claim the meals and snacks as part of our own monthly claim. This offer to CDR would be in effect during this 2021/22 school year.

CHILD DEVELOPMENT RESOURCES OF VENTURA COUNTY, INC. (CDR)

By: _____ Date: _____

Jack Hinojosa
Chief Executive Officer

OXNARD SCHOOL DISTRICT:

By: _____ Date: _____

Ruth F. Quinto, CPA, Assistant Superintendent
Business & Fiscal Services

STANDARD AGREEMENT FOR FOOD SERVICE/VENDING

This Agreement is entered into on this 23rd day of June, 2021 by and between Child Development Resources of Ventura County, Inc., hereinafter referred to as the "Agency", and Oxnard School District, hereinafter referred to as the "Vendor".

WHEREAS, it is not the capability of the Agency to prepare specified meals under the Child and Adult Care Food Program (CACFP) for enrolled participating children; and

WHEREAS, the facilities and capabilities of the Vendor are adequate to supply specified meals to the Agency's facilities; and

WHEREAS, the Vendor is willing to provide such services to the Agency on a cost reimbursement basis;

THEREFORE, both parties hereto agree as follows:

THE VENDOR AGREES TO:

1. Prepare and supply the meals, on the School District's scheduled days of service, inclusive of necessary utensils and napkins for the CDR Head Start/State Preschools located at Sierra Linda and Harrington Schools in Oxnard in accordance with the number of meals requested and at the cost(s) per meal listed below:

Breakfast	<u>\$1.89</u> each	Lunch	<u>\$3.51</u> each
Supplement/Snack	<u>\$.96</u> each	Supper	\$ <u>N/A</u> each

*Price is subject to change up to the maximum amount of the published reimbursement rates as established by the Child and Adult Care Food Program (CACFP) for 2021-2022.

2. Assure that each meal provided to the Agency under this contract meets the minimum nutritional requirements as specified for children aged 3-5 by the CACFP Meal Pattern Schedule B (attached) which is excerpted from the regulations 7 CFR Part 226.20.
3. Provide CN Labels for eligible products and/or official grain crediting letters that verify meal component and whole grain rich contributions in compliance with CACFP meal pattern for children aged 3-5.
4. Maintain full and accurate records that document: (1) the menus listing all meals provided to the Agency during the term of this contract, (2) a listing of all reimbursable nutrition components of each meal, and (3) an itemization of the quantities of each component used to prepare said

meal. The Vendor agrees to provide meal preparation documentation by using yield factors for each food item as listed in the USDA Food Buying Guide or the CNFDD Simplified Food Buying Guide (SFBG) when calculating and recording the quantity of food prepared each meal.

5. Maintain such cost records as invoices, receipts and/or other documentation that exhibit the purchase or otherwise availability to the Vendor, of the meal components and quantities itemized in the meal preparation records.
6. Maintain on a daily basis an accurate count of the number of meals, by meal type, prepared for the Agency. Meal count documentation must include the number of meals requested by the Agency.
7. Allow the Agency to increase or decrease the number of meal orders, as needed, when the request is made within twenty-four hours of the scheduled pickup.
8. Provide copy of menu to each vended site with accurately identified meal components for breakfast, lunch and/or meal supplements (snacks).
9. CDR shall provide Oxnard School District with a yearly school calendar prior to the first day of the school year. Oxnard School District will not be obligated to provide any meals on the District's non-student days. However, upon request, Oxnard School District may provide meals to CDR locations on non-student days at a cost of \$250.00 per day, with the exception of district holidays. Please refer to the school year calendar (Exhibit "A").
10. On a monthly basis, present to the Agency an invoice accompanied by reports that itemize the previous month's delivery. The Vendor agrees to forfeit payment for meals that are not ready within one (1) hour of the agreed upon delivery time, are spoiled or unwholesome at the time of delivery, are short of components, or do not otherwise meet the meal requirements contained in this Agreement.
11. Operate in accordance with current CACFP requirements.
12. Retain all required records for a period of three (3) years after the end of the fiscal year to which they pertain (or longer, if an audit or administrative review in progress); and upon request to make all accounts and records pertaining to the Agreement available to the Certified Public Accountant hired by the Agency, representatives of the California State Department of Education, the U.S. Department of

Agriculture, and the U.S. General Accounting Office for audit or administrative review at a reasonable time and place.

13. Not subcontract for the total meal, with or without milk, or for the assembly of the meal.
14. The Vendor agency certifies, that in its operation of a Child and Adult Care Food Program, neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
15. Where the Vendor is unable to certify to any of the statements in this certification, Vendor shall attach an explanation to this proposal. Executive Order 12549, Debarment and Suspension, 34 CFR Part 85.510. (Lower Tier)
16. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, the recipient agency certifies that it will continue to provide a drug-free workplace.

THE AGENCY AGREES TO:

1. Ensure that an Agency representative is available at the pickup site, at the specified time on each specified pickup day to receive, inspect and sign for the requested number of meals and snacks. This individual will verify the temperature, quality and quantity of each meal and snack. The Agency assures the Vendor that this individual will be trained and knowledgeable in the record keeping and meal requirement of CACFP, and in health and sanitation.
2. Provide personnel to serve meals, sanitize the serving and eating areas, and assemble transport carts and auxiliary items for pick up/delivery.
3. Notify the Vendor within two (2) days of receipt of the next month's proposed menu of any changes, additions, or deletions that will be required in the menu request.
4. Provide the Vendor with a resources to Title 7 CFR Part 226; the CACFP Meal Pattern, Schedule B; the CACFP Food Buying Guide, and all other technical assistance materials pertaining to the food service requirements of CACFP. The Agency will, within 24 hours of receipt from CDE/CACFP, advise the Vendor of any changes in the food service requirements of CACFP.

5. Pay the Vendor the full amount as presented on the monthly-itemized invoice on or before 30 days following the date of invoice. The Agency agrees to notify the Vendor within 48 hours of receipt of any discrepancy in the invoice.

TERMS OF THE AGREEMENT

This Agreement will take effect commencing July 1, 2021 and shall continue through June 30, 2022. It may be terminated by notification given by either party hereto the other party at least 30 days prior to the date of termination.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:



Service Provider Official Signature

Ruth F. Quinto

Official Name (please type)

Asst. Supt., Business & Fiscal Svces.

Title

(805) 385-1501 ext. 2401

Telephone

06/23/21

Date



Agency Official Signature

Jack Hinojosa

Agency Official Name (please type)

Chief Executive Officer

Title

(805) 485-7878

Telephone

6-4-2021

Date

Exhibit A

Oxnard School District
2021-2022 School Calendar

July 2021						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

July
5 Independence Day Holiday

August 2021						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August
17-20 Staff Development Days (No students)
23 Teacher Prep Day (No students)
24 First Day of School

September 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

September
6 Labor Day Holiday

October 2021						
Su	M	Tu	W	Th	F	Sa
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

October
11 Staff Development Day (No students)

November 2021						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

November
11 Veterans Day Holiday
16-19 Conference Days (Minimum Days for students)
22-26 Thanksgiving Holidays

December 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

December
17 Minimum Day for teachers and students
20-31 Winter Break

January 2022						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January
1 New Year's Day
3-7 Winter Break
17 Martin Luther King Jr. Day Holiday

February 2022						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February
10-11 Conference Days (Minimum days for students)
18 President's Day Holiday
21 President's Day Holiday

March 2022						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

March

April 2022						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

April
8-18 Spring Break
15 Spring Holiday

May 2022						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

May
30 Memorial Day Holiday

June 2022						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

June
17 Last day of school (Min. Day for teachers & students)



CHILD MEAL PATTERN

Breakfast				
(Select all three components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² <small>(at risk afterschool programs and emergency shelters)</small>
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Vegetables, fruits, or portions of both⁴	½ cup	½ cup	½ cup	½ cup
Grains (oz eq)^{5,6,7}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁸ , cereal grain, and/or pasta	½ cup	½ cup	½ cup	½ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{8,9}				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	1 ½ cup	1 ½ cup	¼ cup	¼ cup

¹ Must serve all three components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁵ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

⁶ Meat and meat alternates may be used to meet the entire grains requirement a maximum of three times a week. One ounce of meat and meat alternates is equal to one ounce equivalent of grains.

⁷ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁸ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ½ cup for children ages 6-12.

CHILD MEAL PATTERN

Lunch and Supper				
(Select all five components for a reimbursable meal)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² <small>(at risk afterschool programs and emergency shelters)</small>
Fluid Milk³	4 fluid ounces	6 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	1 ounce	1 ½ ounce	2 ounces	2 ounces
Tofu, soy product, or alternate protein products ⁴	1 ounce	1 ½ ounce	2 ounces	2 ounces
Cheese	1 ounce	1 ½ ounce	2 ounces	2 ounces
Large egg	½	¾	1	1
Cooked dry beans or peas	½ cup	¾ cup	1 cup	1 cup
Peanut butter or soy nut butter or other nut or seed butters	2 tbsp	3 tbsp	4 tbsp	4 tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	4 ounces or ½ cup	6 ounces or ¾ cup	8 ounces or 1 cup	8 ounces or 1 cup
The following may be used to meet no more than 50% of the requirement: Peanuts, soy nuts, tree nuts, or seeds, as listed in program guidance, or an equivalent quantity of any combination of the above meat/meat alternates (1 ounces of nuts/seeds = 1 ounce of cooked lean meat, poultry, or fish)	½ ounce = 50%	½ ounce = 50%	1 ounce = 50%	1 ounce = 50%
Vegetables⁶	½ cup	¾ cup	1 cup	1 cup
Fruits^{6,7}	½ cup	¾ cup	1 cup	1 cup
Grains (oz eq)^{8,9}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ¹⁰ , cereal grain, and/or pasta	½ cup	¾ cup	1 cup	1 cup

¹ Must serve all five components for a reimbursable meal. Offer versus serve is an option for at-risk afterschool participants.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.

⁵ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁷ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different kinds of vegetables must be served.

⁸ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards the grains requirement.

⁹ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of the creditable grain.

¹⁰ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

CHILD MEAL PATTERN

Snack				
(Select two of the five components for a reimbursable snack)				
Food Components and Food Items ¹	Ages 1-2	Ages 3-5	Ages 6-12	Ages 13-18 ² <small>(at risk afterschool programs and emergency shelters)</small>
Fluid Milk³	4 fluid ounces	4 fluid ounces	8 fluid ounces	8 fluid ounces
Meat/meat alternates				
Lean meat, poultry, or fish	½ ounce	½ ounce	1 ounce	1 ounce
Tofu, soy product, or alternate protein products ⁴	½ ounce	½ ounce	1 ounce	1 ounce
Cheese	½ ounce	½ ounce	1 ounce	1 ounce
Large egg	½	½	½	½
Cooked dry beans or peas	¼ cup	¼ cup	¼ cup	¼ cup
Peanut butter or soy nut butter or other nut or seed butters	1 tbsp	1 tbsp	2 tbsp	2 tbsp
Yogurt, plain or flavored unsweetened or sweetened ⁵	2 ounces or ¼ cup	2 ounces or ¼ cup	4 ounces or ½ cup	4 ounces or ½ cup
Peanuts, soy nuts, tree nuts, or seeds	½ ounce	½ ounce	1 ounce	1 ounce
Vegetables⁶	½ cup	½ cup	¾ cup	¾ cup
Fruits⁶	½ cup	½ cup	¾ cup	¾ cup
Grains (oz eq)^{7,8}				
Whole grain-rich or enriched bread	½ slice	½ slice	1 slice	1 slice
Whole grain-rich or enriched bread product, such as biscuit, roll or muffin	½ serving	½ serving	1 serving	1 serving
Whole grain-rich, enriched or fortified cooked breakfast cereal ⁹ , cereal grain, and/or pasta	¼ cup	¼ cup	¼ cup	¼ cup
Whole grain-rich, enriched or fortified ready-to-eat breakfast cereal (dry, cold) ^{9,10}				
Flakes or rounds	½ cup	½ cup	1 cup	1 cup
Puffed cereal	¾ cup	¾ cup	1 ¼ cup	1 ¼ cup
Granola	¼ cup	¼ cup	¼ cup	¼ cup

¹ Select two of the five components for a reimbursable snack. Only one of the two components may be a beverage.

² Larger portion sizes than specified may need to be served to children 13 through 18 years old to meet their nutritional needs.

³ Must be unflavored whole milk for children age one. Must be unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children two through five years old. Must be unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk for children six years old and older.

⁴ Alternate protein products must meet the requirements in Appendix A to Part 226.

⁵ Yogurt must contain no more than 23 grams of total sugars per 6 ounces.

⁶ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁷ At least one serving per day, across all eating occasions, must be whole grain-rich. Grain-based desserts do not count towards meeting the grains requirement.

⁸ Beginning October 1, 2019, ounce equivalents are used to determine the quantity of creditable grains.

⁹ Breakfast cereals must contain no more than 6 grams of sugar per dry ounce (no more than 21.2 grams sucrose and other sugars per 100 grams of dry cereal).

¹⁰ Beginning October 1, 2019, the minimum serving sizes specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1-2; 1/3 cup for children ages 3-5; and ¼ cup for children ages 6-12.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 20, 2021

Agenda Section: Section C: Academic Agreement

Ratification of Amendment #1 to Agreement/MOU #21-23, Tutorific (DeGenna/Ruvalcaba)

At the Board meeting of June 23, 2021, the Board of Trustees approved Agreement/MOU #21-23 with Tutorific, in the amount of \$100,000.00, to provide tutoring services to 5th grade Long Term English Learners (LTEL's) with an overall ELPAC score of a 1 to improve their English language skills.

Amendment #1 extends the end date of the Agreement from August 31, 2021 to March 31, 2022. This will allow Tutorific to also provide tutoring services to 4th grade Long Term English Learners (LTEL's) to improve their English language skills, with services focused on reading comprehension strategies and writing. There is no additional fiscal impact.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement/MOU #21-23 with Tutorific.

ADDITIONAL MATERIALS:

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

[Agreement-MOU #21-23, Tutorific \(18 Pages\)](#)

AMENDMENT #1 TO OSD AGREEMENT/MOU #21-23



AMENDMENT to the
Memorandum of Understanding (“MOU”)
Between
Oxnard School District (“OSD”) English Learner Services
1051 South “A” Street, Oxnard, CA 93030
And Tutorific, LLC (“Tutorific”)

1. **Purpose.** This Amendment amends the MOU between OSD and Tutorific which began on July 1, 2021 and was to end on August 31, 2021 (“Term”) for the purpose of extending the duration during which Tutorific can provide tutoring during this school year.
2. **Term.** This Amendment extends the Term from the original Agreement’s end date of August 31, 2021 to the new end date of **March 31, 2022**.
3. **No Other Changes.** All other aspects of the original Agreement remain as per the original Agreement.
4. **Written Notice.** Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below.

For the District:
Mrs. Teresa Ruvalcaba
Manager of Equity, Family and Community Engagement
Oxnard School District
1051 South “A” Street
Oxnard, CA 93030

For Tutorific:
Matt Oppenheimer
Executive Director / Owner
Tutorific!
484 Mobil Avenue, Suite 12
Camarillo, CA 93010

OXNARD SCHOOL DISTRICT

TUTORIFIC

Signature
Lisa A. Franz, Director, Purchasing

Signature
Matt Oppenheimer, Executive Director / Owner

Date

Date

OSD AGREEMENT #21-23



Memorandum of Understanding (“MOU”)
Between
Oxnard School District (“OSD”) English Learner Services
1051 South “A” Street, Oxnard, CA 93030
And Tutorific, LLC (“Tutorific”)



- 1. Purpose.** This MOU is entered into for the purpose of providing additional instruction to students selected or assigned by OSD for tutoring outside of the normal school day (“Student”).
- 2. Term.** The Term of this Contract begins on July 1, 2021 and ends on August 22, 2021 (“Term”). Sessions are planned to begin as early as 7/5/21 (but may begin as soon as this MOU is approved) and end no later than 8/22/21.
- 3. Students.** Selection of Students to participate under this MOU shall be at the discretion of OSD. LONG-TERM ENGLISH LEARNERS (LTEL) STUDENTS from within the 5th grade are identified for tutoring in this cohort. For each Student assigned to Tutorific by OSD, OSD shall provide Tutorific with the child’s name, grade, school, parent(s)/guardian(s) name(s), address, phone number(s), and any information OSD deems helpful in providing service to the Student, including but not limited to test results, 504 plan, IEP, ISP, special education information, level of English language ability and home language.
- 4. Goals, Subjects, and Hours Per Student.** The goals of the Tutorific sessions are to improve Students’ English language skills and where possible self-confidence. Tutoring will focus on oral language development, reading comprehension, fluency, phonics, and writing as determined by Tutorific within the OSD fundamental syllabus and Tutorific may include activities designed to bolster confidence and motivation. (See also Exhibit C.) Students shall initially be allotted twenty (45) hours of sessions but may be dropped by Tutorific upon three consecutive absences or five total absences or, if additional hours are available and unused, may be extended by virtue of good attendance and need.
- 5. Payment.** Upon proper monthly invoicing which includes the number of hours per Student, District agrees to pay Tutorific for services performed during the Term of this Agreement at the rate of \$29 per hour per Student for small group tutoring and/or 1.75 times this rate for one-to-one tutoring. The budget for this project is based on approximately 76 Students averaging up to 45 hours of tutoring each at \$29 per hour for a total of \$99,180.
- 6. Drops.** Tutorific is allowed to drop a Student from this program if it is not possible to provide services due to lack of reasonable parent/guardian support in facilitating the tutoring (including but not limited to guardian inflexibility to accept any of multiple scheduling options and/or Students who tutoring does not commence despite approval of the schedule by guardian and reminders prior to the commencement date).
- 7. Testing & Reporting.** Students shall be tested by Tutorific during their first session(s) (“Pre-Test”) and retested toward the end of each student’s duration of tutoring (“Post-Test”) using the same test series to help ensure a fair comparison of growth. Tutorific shall provide the Pre-Test and Post-Test results to OSD within approximately 30 days of the conclusion of each batch of concluding students, reported monthly as Students begin to finish the program. Along with each monthly invoice, Tutorific will provide OSD the scheduled attendance for all active students and will report drops and replacements no less than monthly.

8. Parent/Guardian Communication. Tutorific shall be responsible for parent/guardian (“Guardian”) communication related to Student scheduling, absences, and make-ups. Tutorific shall remind Guardian by phone or text within twenty-four hours of every session in order to help boost attendance. Tutorific may initiate contact with Students’ Guardian upon approval of this MOU. Tutorific shall provide OSD with a template letter in English and Spanish (based on Exhibit D) informing Guardian about the program, their child’s inclusion, and OSD’s expectations for Students and Guardian.

9. Location and Form of Tutoring. In-Person Tutoring shall occur at Tutorific’s Center located at 484 Mobil Avenue, suites 10, 12, 17, 34, 36, 41, Camarillo, CA 93010 or at any location co-approved by OSD and Tutorific. Tutorific shall follow reasonable Covid-19 Protocols while working with Students, including but not limited to mandatory (1) temperature checking, (2) mask wearing, (3) social distancing, (4) cleaning/sanitizing between groups of Students, and following governmental regulations pertaining to Covid-19. Tutorific shall also provide Guardian the option of Online Tutoring utilizing the Chromebooks and/or other technology provided by OSD.

10. Staff Qualifications. Tutorific will ensure that all individuals employed, contracted, or otherwise hired by Tutorific to provide instruction or related services are qualified in the area in which the individuals are providing such instruction or services. Tutorific will comply with all laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision. Tutorific will deliver designated instruction and services utilizing personnel who have experience working with Student or who possess a license issued by an appropriate licensing agency authorizing the licensee to provide the specific service, or possess a credential authorizing the service or are otherwise experienced and/or qualified to provide the service or have experience interacting with English Learner Students, Foster children, homeless children, or kinship children. Tutorific may make exceptions to these qualification with the approval of the Oxnard School District.

11. Materials. Tutorific shall supply Students with all educational materials necessary for providing high quality tutoring and self-confidence-building activities. Computer tablets and other electronic devices are to be provided and serviced by OSD.

12. Independent Contractor. Nothing in this MOU will be construed to imply a joint venture or employment.

13. Student Confidentiality. Student information shall be kept confidential by Tutorific. A copy of all Student records will be delivered to OSD with the monthly invoice. Records will be kept in accordance with the directed needs of OSD.

14. Incident, Accident, and Child Abuse Reporting. Tutorific will submit a written accident report to the District within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Tutorific hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Tutorific agrees that all staff members will abide by such laws in a timely manner.

15. Insurance. Tutorific agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** “Insurance” and made a part of this Contract. 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. Tutorific agrees to provide District with copies of required policies upon request.

16. Discrimination. Tutorific shall not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

17. References to OSD & Tutorific. All references to OSD and Tutorific in this agreement relate specifically to this MOU and not to any other agreement between OSD and Tutorific.

18. Termination.

a. Without Cause. This Contract may be terminated by the OSD or Tutorific at any time. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Tutorific, the District will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Tutorific waives all rights to any further payment of damage. Under no circumstances will Tutorific be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

b. For Cause.

(i) The District may, by written notice to Tutorific, terminate this Contract in whole or in part at any time because of the failure of Tutorific to fulfill its contractual obligations and the District may, in its sole discretion, provide Tutorific with a reasonable period within which to cure the default. Upon receipt of such notice, Tutorific will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to the District all information and material as may have been involved in the provision of services whether provided by the District or generated by Tutorific in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by Tutorific of such notice.

(ii) If the termination is due to the failure of Tutorific to fulfill its contractual obligations, the District may take over the services and complete the services by contract or otherwise. Tutorific will be liable for the reasonable costs and expenses related to the transfer of District Students to another provider.

(iii) If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Tutorific has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Tutorific will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to Tutorific in accordance with this section will constitute the Tutorific’s exclusive remedy for any termination hereunder.

19. Severability Clause. If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

20. Written Notice. Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below.

For the District:
Mrs. Teresa Ruvalcaba
Manager of Equity, Family and Community Engagement
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

For Tutorific:
Matt Oppenheimer
Executive Director / Owner
Tutorific!
484 Mobil Avenue, Suite 12
Camarillo, CA 93010

OXNARD SCHOOL DISTRICT

TUTORIFIC

Signature
Lisa A. Franz, Director, Purchasing

Signature
Matt Oppenheimer, Executive Director / Owner

Date

Date

EXHIBIT A

INSURANCE

I. Insurance Requirements. Tutorific 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 Tutorific, 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. Tutorific 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 one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to the District.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall 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 Tutorific's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

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

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

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District.

B. General Liability and Automobile Liability Coverages.

(1) District, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Tutorific performs; products and completed operations of Tutorific; premises owned, occupied or used by Tutorific; or automobiles owned, leased, hired or borrowed by Tutorific. 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 Tutorific's insurance.

(3) Tutorific'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. Tutorific 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 Tutorific 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, Tutorific shall furnish certificates and endorsements from each subcontractor identical to those Tutorific 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 Tutorific 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 Tutorific's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

EXHIBIT B

CONFLICT OF INTEREST CHECK

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

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

The services to be performed by Tutorific under the Contract to which this Exhibit B is attached [] constitute [] do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, Tutorific, who will provide Services under the Contract, [] is [] is not subject to disclosure obligations.

Date: _____

By: _____

EXHIBIT C

Oxnard School District



**Long-Term English Learner Program
Summer, 2021**



May 17, 2021

Matt Oppenheimer
Executive Director
Tutorific
484 Mobil Avenue, Suite 12
Camarillo, CA 93010

(805) 482-3730
www.tutorific.org

Long-Term English Learners (LTEL)

- Participant Criteria
 - Identified as LTEL students (approximately 76 students) who would benefit from additional tutoring (especially in English).
 - 5th Graders who have been in U.S. schools for five or more years who scored at ELPAC level 1.
 - LTEL students require greater help than most other students in order to master proficiency in English. This is vital for mastery of grade level core content. Extra tutoring in vital subjects in English during Summer, 2021, could give them the extra academic and emotional boost they need for success.



Scope of Service

The same generous scope is being offered to both the aforementioned special populations:

- Approximately 45 hours of small group tutoring and support sessions between 7/5/21 and 6/15/22.
 - Depending upon family schedules, individual student ability, attention span, technical issues, and other real-world factors, Tutorific may opt to provide some students with one-to-one tutoring at the rate of 1.75x small group tutoring for some or all of the available hours.

Pre- and Post-Testing

Testing will occur for all participating students in English Language Arts (ELA). Pre-testing will be considered the first session(s) and is used to determine student baselines and needs, and place students within corresponding groups. Post-testing will occur for every student who completes the scope of service. The sets of pre- and post-scores will be provided to the Oxnard School District (OSD) within approximately a month of each student's completion of the program with the last of the scores being submitted prior to Tutorific's final billing.

As has been the prudent approach for many years of working with special populations, Tutorific will endeavor to balance the need for solid data with the real-world need to reduce testing as much as possible to avoid student burn-out and drops which could otherwise occur even at the beginning of the program. (Yes, many students hate testing that much.) Abbreviated and/or adapted versions of testing may be used. The post-tests will tie directly to the pre-tests so that the comparison is meaningful. Sometimes we insert parts of testing a bit ahead of the final sessions because we have learned that students might drop just prior to post-testing if they aren't going to receive further tutoring. (This is a good example of the advantages Tutorific' has with our vast experience with Special Populations and their parents/guardians.)

Subjects

The following subjects will be offered (taught in English):

- Reading,
- Vocabulary,
- Phonics,
- Conversational English, and



With finite timing, selection and implementation of subject will be determined by general needs, pre-test scores, Tutorific recommendations based on initial testing and ongoing tutoring and also parent input where possible. Tutorific will make the final student-by-student decisions and will also integrate self-confidence and motivational activities within this program because this can have a directly positive effect on student performance at school, on their wellbeing, and on their attendance.

Benefits Beyond the Primary Goals

The Ventura County Office of Education chose Tutorific to provide services to our county’s foster, kinship, and homeless youth for more than a decade because of our ability to make substantial education improvements to those Special Populations and also because of Tutorific’s well-earned reputation for boosting students’ self-confidence, motivation, and morale. These are important traits for healthy wellbeing and for successful learning. VCOE also relied on us to create SPAC, their study skills course for foster youth which was then adapted for migrant students. Tutorific also has demonstrated our ability improving student outcomes over sixteen years working with OSD’s Special Populations.



We understand that success in school is best achieved by working with the “whole child,” the mind, interests, self-opinion, and willingness to leap into undiscovered territory.

Location Options

- **Online**
 - The vast majority of sessions will occur online for this program because our intent is to provide services that can remain with the child regardless of other changes in their lives.
 - Tutorific has multiple rooms dedicated to online teaching outfit with powerful computers, document cameras, access to curriculum, and high-speed internet access.
 - Our online sessions often mirror our in-person sessions with modifications for remote work. We even have a special “sound-proof studio” that is acoustically excellent and doubles as our production suite for the educational development we do. (Our staff has over 100 production credits for such organizations as Disney, Nickelodeon, Warner Bros., and LucasFilm including a rare Platinum Album for a children’s read-along and several Parent’s Choice Awards.)

- **Center-Based**
 - We know that some OSD parents will only want in-person tutoring at our educational center so we provide this as an option (which doesn’t increase the district’s cost). Certain parents are well aware of our center and believe they’re getting the best possible service and materials by coming to us. Others feel that their child needs in-person to maximize results. We’re happy to provide the options parents wish.



Our center provides the ideal learning environment. This is the result of extensive research and remodeling. To cope well with Covid-19, we closed down our enrichment center (Wonderarium) and expanded into an additional suite so that we now have 3,000 square feet overall that boasts the following:

- *A beautiful interior that projects the respect and pride we show our students*
- *Thousands of educational materials available instantly*
- *Ten dedicated learning spaces*
- *A color pallet that is calming and focusing*
- *Daylight temperature lighting which helps keep students alert*
- *Sound-dampening material within the walls and ceiling for a quiet experience*
- *Complete climate control so that students are always comfortable*
- *Student-appropriate tables and chairs*
- *Plenty of space for Social Distancing*



*At our center, we follow **stringent Covid-19 Safety Protocols**, including:*

- *Everyone is temperature-checked before entering.*
- *Everyone uses hand sanitizer upon entry.*
- *Everyone wears masks.*
- *We have excellent social distancing.*
- *We clean and sanitize between every small group.*



The Tutorific Philosophy

This program will be guided by the same principles as our family-direct tutoring with modifications appropriate for Special Populations: It will be...

- Effective (This is why the students are being entrusted to us.)
- Engaging and Enjoyable (We need the kids to want to be involved so that they are willing learners.)
- Self-Confidence Building (This leads to as much progress as the academic portion of teaching.)
- Easily accessible (online or at our center)
- and, importantly, provide continuity of opportunity regardless of a student's living conditions.

English Language Based Teaching

Our experience has taught us that English immersion is the most effective approach to English reading and language arts. This is as true with learning English as it is with any other language. (If one wants to learn Spanish, it's best to spend time in a Spanish speaking location while learning so that one's mind needs to engage in the local language.) We augment the English with Spanish, as necessary for ELPAC level 1 students. We have bilingual staff able to converse with parents easily in Spanish.



Student Grouping

We focus on ability level rather than grade level. Using scores provided by the District and within the constraints of the families' availabilities, we will group students with similar abilities so that we maximize task targeting based on pre-testing and OSD data. Depending upon each child, participants may remain within the same group throughout the term of the program or may be moved as the student's abilities and needs evolve. Effective grouping is one of our keys to success. Place a student into too high a group and the student will feel "stupid" and unable. Conversely, place a student in too low a group and the student will feel demeaned and is likely to zone out.

Because this program includes math as well as English Language Arts (ELA), one student may spend some time in sessions geared to specific ELA levels and other time in sessions targeting specific math skills such as addition and subtraction, multiplication, long division, fractions, decimals, etc.

The Approach

The level of material, the speed of new concept presentation, and the percentage of time spent on different tasks is modified to meet the needs of each student. Whether one-to-one or small group, we always include lots of conversation. No student sits on the sideline. We create a comfortable, safe learning atmosphere. Presentation, discussion, computer learning, and whiteboard work may all be utilized depending upon the student. Although many sessions are one hour, we design flexibility into our scheduling to accommodate student ability so the duration of a session could range from thirty minutes for some of the youngest students to two-hour blocks for those able whose parents would like hours grouped. We don't do any form of "busy work" at Tutorific. We only do what advances our students. Exact tasks and assignments will vary by the needs of each small group.

Topics

- **Reading**

- Grouped by ability and grade
- Dozens of publishers' materials available
- Ability to focus on specific skills such as...
 - Finding the main idea
 - Locating facts
 - Drawing conclusions
 - Determining sequence



- **Phonics**

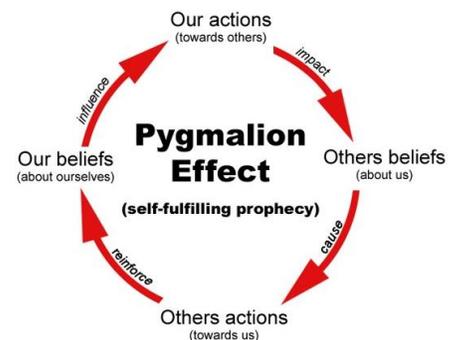
- We have identified 43 phonetic blends that are especially useful for elementary and middle school students. Surprisingly, many students – especially English learners – only know a fraction of these vital letter combinations. These blends are like puzzle pieces; the fewer known, the harder it is to see the big picture. The better known, the more fluid the reading which, in turn, frees up more "brain-power" to focus on translation and critical thinking. With limited time, we'll concentrate on speaking and reading (decoding) rather than spelling (coding) both because the decoding skills will be learned faster than the coding skills and because decoding weighs heavier in ELPAC. Phonics will not be assigned to all students.

- **Language Arts**

- When ELA is included in a student's program, we focus their limited time on core grammar, mechanics, punctuation, and capitalization.

Methodology

- **Interactivity** is key. The moment one starts to “lecture,” the attention of many potentially great learners begins to drift away.
- **Targeted topics** helps ensure that sessions are spent on actual student needs. For example, there is a logical progression to acquiring fundamental math knowledge. The most effective long-term learning occurs when tutoring is targeted to the earliest “missing pieces” and then work forward through each skill in ever-increasing complexity.
- **Age-Interest appropriate approach** is vital to sustaining student interest. We understand that while a 5th grader may only be able to navigate 1st or 2nd grade material, that student still wants to be treated like a 5th grader on the verge of middle school. Teach “down” to a student and the student will feel demeaned, unsuccessful, and unable. As bad, the student will feel that the tutor is out of sync, that the program was designed for “babies,” and that there’s no point in remaining involved.
- **Caring instruction** leads to greater “investment” by the students so we infuse sessions with discussions about the students, their interests, their experiences. The willingness to make mistakes while learning English increases proportionately with the degree to which the student knows the tutor cares, and trusts that the tutor will be protective of the student’s feelings.
- **Motivation** is achieved at Tutorific in a variety of ways:
 - Earned praise
 - Verbal confirmation of progress
 - Participation, Excellence, and Attendance Awards



Personnel

Our staff of tutors and administrators are dedicated, efficient, tested, cleared, and trained. We have a spectacular team. Everyone has experience. We have public school teachers, private school teachers, special education teachers, early education specialists, curriculum developers, para-educators, folks with multi-lingual experience, resource folks, staff who have worked with foster and homeless youth, etc. We’re the only tutoring organization of which we’re aware that actually tests applicants in math. Everyone is DOJ and TB cleared. Everyone goes through our materials and methodology training. Working with the students is the highlight of our days. Our students sense that and work extra hard to make us proud.



Lack of District Staff Availability

A very real and important factor to consider in deciding whether or not to provide this program in-house is the lack of staff who want to work after 4:00 PM especially now with the challenges, demands, and frustrations of teaching classes online. We know from years of experience with numerous school systems that this will be an incredible challenge for

the District. Contracting with Tutorific will save the District a major staffing headache while allowing District teachers to focus on their primary objective; their own classes.

It should be noted that as difficult as it is for the District to fill after-school positions, the challenge is increased by the fear that many individuals have of teaching in-person during the pandemic or the difficulties they face transitioning from online back into the classroom.

And the constant interaction with parents to ensure attendance will fall to District administration rather than the teachers. The program's effectiveness won't be determined by the number of group sessions the teachers teach but rather by the number of student tutoring hours completed.

Tutorific / OSD Communication

Based on more than 15 years of interaction, the OSD team knows it can count on us to keep you informed from beginning to end, and count on you for timely and accurate student information. Our goals are united and we're always looking for ways to support the District in meaningful ways.

Deliverables

- Monthly billing within approximately 30 days of the end of each month.
- Scheduled attendance corresponding with, and accompanying, the monthly billing.
- Pre- and Post-Test scores within 30 days of the conclusion of each batch of students.

Student Scheduling and Administration

Tutorific is well known for our positive and effective bilingual parent communication. Our Full-Service Parent Support includes:

- creating the district's initial information letter to parents
- initial parent contact (via phone, text, and/or email),
- data collection (from the district and parent/guardian),
- scheduling (initial and if family requests change),
- repeated attendance reminders (vital!)
- attendance record keeping
- and being easily available to parents in order to answer questions and provide information



Parent Communication

Ongoing administrative communication with migrant parents can be challenging. Phone numbers can change frequently or phones are shared. Parent workhours often begin early and workdays are long. Many are not allowed phone access while working. Some families will move once or more during the term of the program. We make a point of staying in close contact with the families we serve. We consider ourselves responsible for an absence if we failed to remind the parent via call or text within a day of each session. We consider the session used if the guardian has confirmed scheduling and has been reminded within a day of tutoring but the student does not attend. This means we typically interact each parent/guardian more than twenty-five times during the twenty sessions. While we may ask the District for updated information, historically we have often provided the District with updates even before the parent informs the school. That

may be especially true with these Special Populations and during the pandemic in that the District laptops travel with the student and it is difficult to know if the student has moved, changed families, or become homeless.

The degree to which our administrative efforts and excellent communication plays a role in student success cannot be overstated. Our success during the nine years of NCLB with OSD was due to the excellence of our tutoring and the degree to which we connected with the parents. Families feel connected to us. The kids loved the experience and the parents went out of their way to make sure their children attended.

To begin, we will contact the families as soon as possible in three ways:

- Phone
- Text (if available to the parent)
- Email (if available [less likely])
- Mail (if in coordination with OSD; Tutorific prepares the master document, OSD copies and distributes)

We suggest that the initial bilingual letter and invitation include both the District's logo and Tutorific's, and that it be cosigned by both organizations so that the parents understand that the program is legitimate.

To build self-confidence from the beginning, the programs will be presented to the families as something the students have EARNED because we all see their GREAT POTENTIAL. We'll reinforce the idea that they are lucky to have been selected and must attend regularly to earn Certificates of Completion. At the same time, OSD and Tutorific will present this as required learning; a program that the students need to attend unless there is a health reason not to participate.



Cost

Approximately 76 students will be identified as possible recipients. Selection will be based on, but not limited to, such criteria as need, ability to schedule, guardian willingness. Each will be given approximately 45 hours of tutoring at \$29 per small group hour or 1.75x this rate for 1:1 tutoring. The budget caps at 76 x 45 hours x \$29 for a total of \$99,180.

This INCLUDES staffing, staff wages, high CA and FED fringes, all educational materials, curriculum planning as well as the curriculum itself, parent coordination, scheduling, testing (both pre and post), reporting of scheduled attendance and testing, and all administration. Quite simply, the cost can't be beat. And this is to say nothing of the burden this lifts from OSD administrative and educational staff. This is a major program on top of the huge demands of ongoing school and after-school programs.

Savings Comparison to District Direct Costs

If one considers that the District's teacher cost is at least \$55 per hour and that there is an approximate 26% fringe of another \$14 per hour, the additional cost of providing services directly begins to become evident. The actual cost would be much higher in that the District would also have facility and facility support expenses, program design, materials costs, additional administrative support, and parent support costs. Costs aside, it would be incredibly difficult to find District teachers willing to add these hours to their day...during a pandemic...as they are transitioning yet again between online and in-school...with none of us knowing if another wave or variation of Coronavirus is on its way.

Tutorific Background

The Oxnard School District knows us well. We have worked together for more than 16 years. Here's just a bit more information that relates directly to our ability to provide this program.

Tutorific has a 50-year history of success right here in west Ventura County. We have earned numerous awards for our work including two from the Ventura County Office of Education and two Congressional Certificates of Special Recognition. Our staff also has more than 100 production credits for the development of educational materials and children's edutainment products. This includes work for such companies as Disney Educational Materials, Nickelodeon, Cartoon Network, Warner Bros., and LucasFilm; even winning RIAA Platinum Album status for a Star Wars based children's read-along. Letters of Commendation from the cities of Camarillo & Ventura.

Tutorific served many hundreds of local English Learners during the nine years we participated as the number-one selected NCLB tutoring organization but in terms of parent preference and the amount of tutoring given to families. Where some companies provided as little as six to ten hours, Tutorific gave thirty.

We were the provider of tutoring to the Ventura County Office of Education for foster, kinship, and homeless students for twelve years, until that responsibility shifted to individual LEAs.

We continue to provide tutoring on behalf of the Special Education departments of OSD and Santa Paula School District for students with a wide range of needs and abilities.

Tutorific was NASA's Ventura County host of "NASA's Summer of Discovery."

We also developed the SPARC study skills program for the Ventura County Office of Education's especially for use with Foster Youth and Migrant Populations.

Beyond the proven success of our one-to-one and specialty small group tutoring, Tutorific is known for our ability to think BEYOND the box, not just outside it. We created and provided an entire Special Education Summer Program for the Oxnard School District for which students were bussed to our center as well as an ELL summer program for Briggs School District. For their summer programs, Oxnard School District and Briggs School District both used our kinesthetic math program which teaches math facts via body movement; engaging and effective. We provided everything; staff, curriculum, educational materials. We also developed and ran our "Brain Camp" for your district; again, providing everything. This exciting program was all about stimulating critical thinking skills in inventive ways.

Our Executive Director has both an educational and community development background. He was the manager of The Walt Disney Educational Media Company, was twice an overseas United States Peace Corps Volunteer and then Associate Peace Corps Director. He was Director of the Bombali Experimental Elementary School and Teacher Training Center, and lecturer of education and child development at the Makeni Teacher's College. He worked closely with Dr. Mae Jemison to facilitate the opening of "The Jemison Institute of Advancing Technologies in Developing Nations at Dartmouth College" where he also lectured in the subject as part of the NASA funded "The Earth We Share" program. He twice consulted overseas for USAID funded programs and has educational publishing credits from MacMillan and Prentice-Hall.



Bottom Line: Done right. Done simply. Done less expensively.

THIS is what we do. We do it incredibly well while reducing work-overload and stress at the District level. We make sure that the program reaches its goals, makes a positive difference, and provides results we can all be proud of.

This is why we've been in business 50 years, been hired by 14 school districts, received two Awards of Excellence from the Ventura County Office of Education and two Certificates of Special Congressional Recognition. We do it right.

EXHIBIT D

**SAMPLE PARENT/GUARDIAN INFORMATIONAL LETTER
(Will be provided in English and Spanish; subject to modification)**



OXNARD SCHOOL DISTRICT

IMPORTANT
NOTICE OF ADDITIONAL TUTORING 20-21

(Student's Name)
(Student's School and Grade)

Dear Parent or Guardian,

You are receiving this letter because your student qualifies for after-school small-group tutoring in one or more vital subjects. This program is **NO COST** to you and is available only to a limited number of qualified students such as yours. We are pleased to share with you that services are being provided by Tutorific, an excellent and effective organization with whom our district has worked for more than sixteen years. To be effective, participation is required. **Attendance is important and is reported** by Tutorific to the district. Absences will result in your child being dropped from this program. If dropped, a student cannot reenroll. We are counting on you to support our efforts to help your student.

Subjects may include **reading, English language arts, and/or math** based on your student's pre-test which will occur during the first session.

You have two location options: **Online** participation from your home using your student's iPad **or at Tutorific's education center** in Camarillo which is limited and assigned on a first-come basis within each subject and grade. Transportation is not provided.

Your child will receive approximately 20 hours of sessions. Your child's start date, session days, and session times may depend upon how quickly you respond to the upcoming call from Tutorific. You may expect a call or letter from Tutorific within the next 30 days.

Congratulations! This is an excellent opportunity for your student.

Service Provider: Tutorific. 484 Mobil Avenue, Suite 12, Camarillo, CA 93010.
Tutorific's Parent Line: 805-276-1507

Sincerely,

Mrs. Teresa Ruvalcaba
Manager of Equity, Family and Community Engagement
Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 20, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #21-116 - Assistance League, Non-Public School, NPS (DeGenna/Jefferson)

Requesting ratification for Non-Public School (NPS) services for the student listed below for the 2021-2022 school year, including Extended School year, beginning August 2021. The Non-Public School provides a program of instruction, which is consistent with the pupils' individual educational plan as specified in the individual service agreement.

Grade: Pre-K (1) - RL121316

FISCAL IMPACT:

Tuition Pre-K: \$1,150.00 monthly rate x 1 student x 11 months = \$12,650.00
(including Extended School Year; ESY)

Grand Total: \$12,650.00 - Services to be paid with Special Education Funds.

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-116 with Assistance League School, NPS.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-116, Assistance League School, NPS \(3 Pages\)](#)
[Rate Sheet \(1 Page\)](#)
[Calendar \(1 Page\)](#)



OXNARD SCHOOL DISTRICT

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

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

AGREEMENT #21-116

THIS AGREEMENT, made and entered into this 20th day of October 2021, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE 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;

Grade: Pre-K (1)

RL121316

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. The services shall be provided for the **2021-2022** school year at a cost of \$1,150.00 per month, per student, beginning August 2021, including Extended School Year (ESY) through July 2022; amount not to exceed **\$12,650.00.**
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.
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 trimester progress reports, incident reports within 24 hours, 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 shall not exceed **\$12,650.00** for student listed on page one of this Agreement #21-116.

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.

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 Workers' 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.

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

Victoria Elliott, Director
Assistance League School, Nonpublic, Nonsectarian School



**Assistance League® School
1310 Fremont Way
Oxnard CA 93030
2021-2022**

SCHOOL YEAR RATES

Preschool Students: \$1,150.00

Per diem fee \$ 200.00

**Please see school billing policy for specific
billing information.**



ASSISTANCE LEAGUE SCHOOL

(*) No Classes – Work day for Teachers

() Students do not attend

2021-2022 TEACHER WORK YEAR & STUDENT INSTRUCTIONAL CALENDAR

	MON.	TUE.	WED.	THU.	◆S/T DAYS	REMARKS
Aug.	9 (16)* 23 30	10 (17)* 24 31	11 18 25	12 19 26	8/10	8/16-8/17 *Staff Prep Day 8/18 First Day of school
Sept.	(6) 13 20 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	9/6 17/17	Labor Day – Holiday- (No School)
Oct.	4 (11) 18 25	5 12 19 26	6 13 20 27	7 (14) 21 28	12/12	10/11-10/14 Fall Break – (No School) 10/18 Return to School
Nov.	1 8 15 (22) 29	2 9 16 23 30	3 10 17 24	4 (11) 18 (25)	13/13	11/11 Veteran's Day Holiday – (No School) 11/22-11/25 Thanksgiving Holidays- (No School) 11/29 Return to School
Dec.	6 13 (20) 27	7 14 21 28	1 8 15 22 29	2 9 16 23 30	10/10	12/20-1/2 Winter Break Begins (No School)
Jan.	3 10 (17) 24 31	4 11 18 25	5 12 19 26	6 13 20 27	16/16	1/1-1/2 Winter Break – (No School) 1/3 Return to School 1/17 Martin Luther King Day Holiday- (No school)
Feb.	7 (14) (21) 28	1 8 15 22	2 9 16 23	3 10 17 24	14/14	2/14 Lincoln's Birthday Holiday- (No School) 2/21 Washington's Birthday Holiday- (No School)
March	7 14 21 28	1 8 15 22 29	2 9 16 23 30	3 10 (17)* 24 (31)	17/18	3/17* Staff Development Day – (No School) 3/31 Cesar Chavez Day Holiday - (No School)
April	4 11 18 25	5 12 19 26	6 13 20 27	7 14 21 28	12/12	4/18-4/21 Spring Break- (No School) 4/25 Return to school
May	2 9 16 23 (30)	3 10 17 24 31	4 11 18 25	5 12 (19)* 26	16/17	5/19* Staff Development (No School) 5/30 Memorial Day Holiday- (No School)
June	6 13 20	7 14 21	1 8 15	2 9 16 17	14/14	6/2 Last day for School 6/6-6/21 Extended -Summer School to Begin All Classes will be Monday –Friday

Student instructional days.

149 ◆ S = Student
153 T = Teacher

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 20, 2021

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #21-129 – RAMSE Group (DeGenna)

Daryton A. Ramsey of RAMSE Group will design and deliver customized professional learning/development, which includes ongoing design, implementation and evaluation support of Instructional Rounds for school administrators, with a focus on Culturally Responsive Teaching, Learning and Leading. This customized professional learning is based on the work of multiple researchers and authors such as Dr. Richard Elmore, Dr. Elizabeth City, Dr. Lee Tietel, Dr. Rachel E. Curtis, and Dr. Thomas Many. The proposal is predicated on providing knowledge, skill building, and continued ongoing support, via virtual coaching for school leaders.

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

FISCAL IMPACT:

Not to exceed \$104,000.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-129 with RAMSE Group.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-129, RAMSE Group \(13 Pages\)](#)
[Proposal \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #21-129

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of October 2021 by and between the Oxnard School District (“District”) and Daryton A. Ramsey/RAMSE Group (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from October 1, 2021 through June 30, 2022 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed One Hundred Four Thousand Dollars (\$104,000.00), 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. Anabolena DeGenna
Phone: 805.385.1501, x2301
Fax: 805.486.7358

To Consultant: Daryton A. Ramsey/RAMSE Group
4600 Andrews Hwy., #D201
Midland, TX 79703
Phone: 915.526.6437
Email: daramse@gmail.com

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

DARYTON A. RAMSEY/RAMSE GROUP:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #21-129

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-129

SERVICES

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

***PER ATTACHED PROPOSAL**

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

***PER ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #21-129

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-129

COMPENSATION

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

Total compensation shall not exceed One Hundred Four Thousand Dollars (\$104,000.00), unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$104,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #21-129

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-129

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000~~
~~_____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

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

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

Not Project Related

Project #21-129

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 #21-129

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-129

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

RAMSE Group

Equity. Excellence. Execute.

Daryton A. Ramsey, M.A.

daramse@gmail.com

915.526.6437

Oxnard School District Instructional Rounds Proposal

This is a 1 year proposal to design and deliver customized professional learning/development which includes ongoing design, implementation and evaluation support of Instructional Rounds for school administrators with a focus on Culturally Responsive Teaching, Learning and Leading. The proposal is predicated on providing knowledge/skill building and continuing with ongoing support, via virtual coaching for school leaders.

This customized professional learning is based on the work of multiple researchers and authors such as Dr. Richard Elmore, Dr. Elizabeth City, Dr. Lee Tietel, Dr. Rachel E. Curtis and Dr. Thomas Many. The goal of the first session would be to build campus leader knowledge and skill capacity in the Instructional Rounds methodology. Building knowledge and skill capacity would mean that participants will build an awareness level of understanding regarding the purpose and practice of Instructional Rounds and be prepared to begin action planning using Instructional Rounds as a school improvement strategy. Ultimately, school leaders would develop a proficiency in analyzing classroom instruction using the Instructional Rounds methodology and be able to, at a minimum, co-lead Instructional Rounds visits for their campuses. All campus leaders would receive a full 4 hour session of introductory training and 6 monthly Instructional Rounds visits beginning in Fall of 2021. *NOTE: Campus leaders would be organized into 4 leadership networks (2 K-8 and 2 K-5 networks)*

This will require seven 2 day in person visits (14 days x \$5k)

Each campus leadership network (4) would receive six virtual 2 hour coaching and support sessions designed to support their leadership practice in focusing on culturally responsive teaching, learning and leadership practices, classroom observation, instruction analysis and identifying the next level of work related to their school improvement context.

This will require six 2 hour coaching and support sessions per campus leadership networks (24 total hours of virtual coaching/support sessions x \$800)

Each campus leader would receive an end of year 1hr "Next Level of Work" virtual session. This would include reflection, evaluation and integration of the problem of practice and other instructional challenges/opportunities as a part of their planning for next year such as Campus Improvement Plan, Comprehensive Needs Assessment, Summer Professional Learning Plan (campus, teachers and/or principal), Master Schedule Review etc..

This would require twenty 1 hour sessions (21 Next Level of Work virtual sessions x \$400)

Year 1 Total = \$104K (includes all travel and other expenses)

Dates of Service: Dates: October 1, 2021 to June 31, 2022

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 20, 2021

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #21-131 – Oxnard Union High School District (DeGenna)

Oxnard School District was awarded the NOAA B-WET Grant (titled “The Islands Around Us), which will provide professional development for teachers regarding the Next Generation Science Standards and Environmental Literacy (embedded in all the content area frameworks).

The Islands Around Us program will be supported by collaborators, including Oxnard Union High School District (OUHSD). OUHSD and the OUHSD Instructional Specialist for Science will assist the recruitment and coordination of the B-WET Teacher Professional Development Program grant, outside of contract hours. The services will be provided by the OUHSD Instructional Specialist for Science for a stipend of \$2,000.00, and will include:

- Recruiting, coordinating, and facilitating the OUHSD teacher cohort that will participate in the grant activities.
- Assisting with the planning and implementation of the teacher professional development programs (including single and multi-day workshops).

Term of Agreement: August 1, 2021 through July 31, 2022

FISCAL IMPACT:

\$2,000.00 – NOAA B-WET Grant Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-131 with Oxnard Union High School District.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-131, Oxnard Union High School District \(2 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

**AGREEMENT #21-131 BETWEEN
OXNARD UNION HIGH SCHOOL DISTRICT
AND
OXNARD SCHOOL DISTRICT
FOR SERVICES**

The scope of this document is to define the roles and responsibilities of **Oxnard Union High School District** and **Oxnard School District**. The purpose is for **Oxnard School District** to provide teacher professional development to a cohort of 5-7 Oxnard Union High School District science teachers in the development of science curricula focused around the Channel Islands and locally relevant phenomena. The cohort of OUHSD teachers will be instrumental in modeling the development of locally relevant curricula, as well as providing a bridge between the two districts (OSD and OUHSD). The **OUHSD Instructional Specialist for Science** will facilitate recruitment, coordination and support of OUHSD science teachers participating in The Islands Around Us Bay Watershed Education and Training Program (B-WET) grant.

This serves as a Memorandum of Understanding and Responsibility Agreement between “**Oxnard School District**” and **Oxnard Union High School District** to work together to support The Islands Around Us Bay Watershed Education and Training Program (B-WET) grant.

Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. Oxnard Union High School District:

- a. **OUHSD and the OUHSD Instructional Specialist for Science** will assist with recruitment and coordination of the B-WET Teacher Professional Development Program grant, outside of contract hours. Dates of service will be between August 1, 2021 – July 31, 2022. The services will be provided by **OUHSD Instructional Specialist for Science** for a stipend of \$2000.00. Includes:
 - Recruiting, coordinating and facilitating the OUHSD teacher cohort that will participate in the grant activities.
 - Assisting with the planning and implementation of the teacher professional development programs (including single and multi-day workshops).
- b. **OUHSD** will provide proof of liability insurance to cover OUHSD employees for participation in BWET

2. Oxnard School District agrees to:

- a. Pay **Oxnard Union High School District** for a total of \$2000.00 to cover the stipend to be paid to the **OUHSD Instructional Specialist for Science**.
- b. Transportation costs for the boat transportation to the Channel Islands will be covered through The Islands Around Us B-WET grant. Program cost of the **OUHSD** teachers, **OUHSD Instructional Specialist for Science** in the B-WET limited to the costs incurred for the activities and trips.

3. Indemnification.

- a. Each partner agrees to provide liability coverage for its own employees as it would during the normal course of its operations and activities. **Oxnard Union High School District** agrees to defend, indemnify, and hold harmless OSD (referred to as the “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 OUHSD or those of any of OUHSD’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. OUHSD 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. OSD assumes no responsibility whatsoever for any property placed on district premises. OUHSD 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.

The Oxnard School District shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented August 1, 2021 – July 30, 2022. Specific dates may be adjusted as mutually agreed upon.

For Oxnard School District

Lisa A. Franz, Director of Purchasing

Date

For Oxnard Union High School District

TP Lawrence

9/16/21

Date

Ted Lawrence



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/15/2021

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

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

PRODUCER Tolman & Wiker Insurance Services, LLC 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Elena Amaro PHONE (A/C, No, Ext): (805) 585-6100 E-MAIL ADDRESS: eamaro@tolmanandwiker.com	FAX (A/C, No): (805) 585-6200
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Ohio Security Ins Co	24082
INSURED Oxnard Union High School District 1800 Solar Drive Oxnard CA 93030	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 21/22 GL/HNOA

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			BLS(22)56402002	03/09/2021	03/09/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS(22)56402002	03/09/2021	03/09/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

RE: OUHSD Instructional Specialist for Science

CERTIFICATE HOLDER

Oxnard School District

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 20, 2021

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #21-134, RAMSE Group (DeGenna/Anguiano)

Daryton A. Ramsey of RAMSE Group will design and deliver customized professional learning using an Action Lab design model which includes ongoing design, implementation and evaluation support of Professional Learning Communities (PLC) for school level Instructional Leadership Teams (ILT). All ILT members will receive five 4-hour sessions of introductory PLC training designed to be implemented using an iterative PDSA improvement model beginning in Fall of 2021.

Term of Agreement: October 11, 2021 through June 30, 2022

FISCAL IMPACT:

\$14,000.00 – Supplemental Concentration Funds

RECOMMENDATION:

It is the recommendation of the Principal, Chavez School, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-134 with RAMSE Group.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-134, RAMSE Group \(13 Pages\)](#)
[Proposal \(5 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #21-134

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 20th day of October 2021 by and between the Oxnard School District (“District”) and Daryton A. Ramsey/RAMSE Group (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from October 11, 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 shall not exceed Fourteen Thousand Dollars (\$14,000.00), 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: Berta Anguiano
Phone: 805.385.1524
Fax: 805.483.4799

To Consultant: Daryton A. Ramsey/RAMSE Group
4600 Andrews Hwy., #D201
Midland, TX 79703
Phone: 915.526.6437
Email: daramse@gmail.com

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

DARYTON A. RAMSEY/RAMSE GROUP:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #21-134

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #21-134

SERVICES

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

***PER ATTACHED PROPOSAL**

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

***PER ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #21-134

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #21-134

COMPENSATION

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

Total compensation shall not exceed Fourteen Thousand Dollars (\$14,000.00), unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$14,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #21-134

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #21-134

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~_____ Accountants, Attorneys, Education Consultants, \$1,000,000~~
~~_____ Nurses, Therapists~~

~~_____ Architects \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations \$5,000,000~~

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

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

Not Project Related

Project #21-134

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 #21-134

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #21-134

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

RAMSE Group

R.

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Daryton A. Ramsey, M.A.

daramse@gmail.com

915.526.6437

Oxnard School District-Cesar Chavez School

PLC Action Lab

This is a 1 year proposal to design and deliver customized professional learning using an Action Lab design model which includes ongoing design, implementation and evaluation support of Professional Learning Communities for school level Instructional Leadership Teams (ILT). The Action Lab design emphasizes a targeted knowledge and skill development with a focus on implementation, reflection and improvement cycles. The proposal is predicated on providing knowledge/skill building with ongoing support, via virtual coaching for the Instructional Leadership Team (ILT).

This customized professional learning is based on the work of multiple researchers and authors such as Dr. Anthony Muhammad, Dr. Rick Dufour, Dr. Anthony Bryk, Dr. Sharon Krame, Dr. Thomas Many. The goal of the learning sessions would be to develop the Instructional Leadership Team's knowledge/skill capacity in the Professional Learning Communities school improvement model. Building knowledge and skill capacity would mean that participants will build an awareness, "next practice level" of understanding regarding the purpose and practice of Professional Learning Communities (PLC). This would include establishing a school performance context, developing an equity focused lens, identifying instructional strengths/opportunities for collective growth and developing a compelling purpose for engaging in the PLC work. As a first year outcome, the Instructional Leadership Team will lead/co-lead school-wide improvement efforts at their grade/department level guided by the 4 Critical Questions and focused on the following:

- ★ Q1- What knowledge, skill and dispositions should every student acquire as a result of a unit, lesson, course or grade level?
 - Prioritizing Essential Standards (knowledge and skills)
 - Identifying Learning Targets
- ★ Q2- How will we know when each student has acquired the essential knowledge and skills?
 - Creating Common Formative Assessments
 - Analyzing Student Work
 - Building Data Literacy - Analyzing Assessment Data
- ★ Q3-How will we respond when students do not learn?
 - Analyzing instructional strategies
 - Reviewing Assessments
 - Planning Classroom Interventions
 - Utilizing a System of Support
- ★ Q4-How will we extend learning for students who are proficient?
 - Planning aligned enrichment activities

RAMSE Group

R.

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Daryton A. Ramsey, M.A.

daramse@gmail.com

915.526.6437

All ILT members would receive five 4 hour sessions of introductory PLC training designed to be implemented using an iterative PDSA improvement model beginning in Fall of 2021.

This will require four 1 day in person visits (4 days x \$4000)

- **Day 1 workshop will be an overview + action planning for whole school community**

The ILT would receive four 2 hour coaching and support sessions designed to support their implementation of PLC practices guided by the four critical questions. The virtual sessions would be adapted to “meet the ILT members where they are” in PLC implementation. The coaching and support would be designed to support the ILT in moving their individual and collective PLC practices to the next most logical level of work.

This will require four 2 hour coaching and support sessions (8 total hours of virtual coaching/support sessions x \$400)

The ILT would receive an end of year 2 hr “PLC Next Level of Work” virtual session. This would include reflection, evaluation and planning for introducing PLC practices school wide as a part of their planning for next year(such as Campus Improvement Plan, Comprehensive Needs Assessment etc).

This would require 1 two hour session (1 PLC Next Level of Work virtual session(s) x \$600)

Year 1 Calculation : 19,800 - 4800 (school equity reduction in price)

Year Total \$14k (adjustment made for fund availability and equity work as first priority)



Cesar Chavez K-8 School

Academy of Literacy, Communication Arts and Technology



PLC Action Lab

Cesar Chavez PLC Action Lab Proposal

(Click to view)



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Daryton A. Ramsey, M.A.

daramse@gmail.com

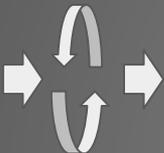
915.526.6437

Oxnard School District-Cesar Chavez School PLC Action Lab

This is a 1 year proposal to design and deliver customized professional learning using an Action Lab design model which includes ongoing design, implementation and evaluation support of Professional Learning Communities for school level Instructional Leadership Teams (ILT). The Action Lab design emphasizes a targeted knowledge and skill development with a focus on implementation, reflection and improvement cycles. The proposal is predicated on providing knowledge/skill building and continuing with ongoing support, via virtual coaching for the Instructional Leadership Team.

PLC Question 1

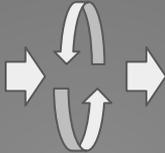
- Developing equity focused lens and establishing school performance context using multiple data sources



PDSA

PLC Question 2

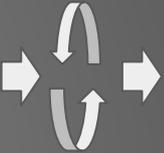
- Formative Assessment
- Data Literacy
- Student Work Analysis



PDSA

PLC Question 3

- Reviewing Assessment
- Analyzing Instructional Strategies



PDSA

PLC Question 4

- Enrichment activities

PLC Action Lab
(example)

Legend

- Face to Face Sessions
- Virtual Coaching Sessions

247



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/14/2021

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

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

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME: PHONE (A/C. No. Ext): (888) 202-3007	FAX (A/C. No):
	E-MAIL ADDRESS: contact@hiscox.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hiscox Insurance Company Inc	10200	
INSURED Daryton Ramsey 4600 Andrews Hwy Apt D201 MIDLAND TX 79703	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			UDC-4957398-EO-21	09/15/2021	09/15/2022	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

[Empty space for Certificate Holder Name]	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: October 20, 2021

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #21-137 with Caldwell Flores Winters, Inc., for Program Implementation Services (Aguilera-Fort/Quinto)

Caldwell Flores Winters Inc. (CFW) provides program implementation services throughout California and has assisted the Oxnard School District (District) in the development and implementation of a program for repairing, modernizing, replacing, and constructing of school facilities since October 2012.

The District desires to continue to use CFW to provide management, planning and implementation services contemplated in connection with the implementation of the District's Master Construct and Implementation Program.

The proposed agreement is to provide program implementation services with a term beginning October 1, 2021 and ending June 30, 2026, unless further extended by mutual agreement of both parties.

FISCAL IMPACT:

The terms of CFW's fees for services remain unchanged at 4.75% of the Project Costs payable from available District capital funds. As a result, the agreement does not impact the District's General Fund.

RECOMMENDATION:

It is the recommendation of the Superintendent, and the Assistant Superintendent, Business & Fiscal Services, that the Board ratify Agreement #21-137 with Caldwell Flores Winters, Inc., for Program Implementation Services.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-137, Caldwell Flores Winters, Inc. \(8 Pages\)](#)

CONTRACT FOR SERVICES

This contract ("Contract") is entered into this 1st day of October 2021 and is made by and between Caldwell Flores Winters, Inc. ("CFW"), and the Oxnard School District ("District") of Ventura County.

RECITALS

WHEREAS, CFW provides professional consultant services for facilities planning and assessments, educational program consulting, State aid grants for the modernization and construction of school facilities, election services for bond/parcel tax campaign committees, and program implementation services for facilities and educational programs throughout the State of California;

WHEREAS, the District has contracted under separate agreements with CFW to assist in procuring State aid grants for school facilities; the District also previously contracted with CFW to provide facilities planning services, to provide financial advisory services, and to provide program management services; the District acknowledges such agreements;

WHEREAS, an affiliate company, CFW Advisory Services LLC, provides municipal advisory services in the issuance of municipal debt obligations;

WHEREAS, the District has contracted under separate agreement with an affiliate company, CFW Advisory Services, LLC for the provision of municipal advisory services in the issuance of municipal debt obligations, and acknowledges such agreement;

WHEREAS, CFW may provide an integrated delivery method for these services for which the District has been apprised and may contract over time in whole or in part for these services by separate agreements or through its affiliate company, CFW Advisory Services LLC;

WHEREAS, the District recognizes that CFW is engaged in the business of providing financial advisory, facilities planning, State aid, program development and program implementation services, and that it is duly qualified and capable of providing and performing the professional services contemplated under this Agreement;

WHEREAS, the District may retain architects and/or other professional consultants (hereinafter collectively referred to as the, "Professional Consultants") to assist in the implementation of the Master Construct and Implementation Program; and

WHEREAS, the District desires to retain the professional services of CFW to provide program implementation services pursuant to the Master Construct and Implementation Program, all as approved by the Board of Education and more particularly described in this Agreement;

WHEREAS, the District has determined that it cannot provide through its own personnel the services to be performed by CFW under this Contract, the services provided by CFW are exempt from Public Contract Code section 20111, and the District has fully complied with its policies, bylaws, rules, and/or procedures for entering into this Contract;

NOW THEREFORE, for good and valuable consideration of the covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, the Parties hereby agree as follows:

I. CONSULTANT SERVICES

CFW agrees to provide the District with professional program implementation services on an as-needed basis as specified in Exhibit A, incorporated herein by this reference and made a part of this contract.

II. DISTRICT COOPERATION

The District will cooperate with CFW by furnishing all necessary District records and an opportunity to consult with District personnel as necessary to perform required work.

A. Information

District agrees to provide all necessary information relative to the proposed scope of work on a timely, diligent and accurate basis, to the best extent possible.

B. Additional Professional Consultants

District agrees to provide or authorize additional Professional Consultants (e.g., Architects, Engineers, etc.) as necessary to carry out the scope of work, if needed.

III. CONFIDENTIALITY OF INFORMATION

CFW recognizes that information related to the services provided by CFW may be deemed public information and subject to be published and/or disclosed to the public as determined and directed by the District and/or State Law. Under this Contract, it shall be the responsibility of the District to make such determination of whether a particular document or other tangible information is subject to disclosure and to disclose said information at the appropriate time. Subject to that determination, CFW shall regard all information received during the performance of services pursuant to this Contract and all information produced by CFW as confidential and shall not disclose such information to any other person or party without prior consent of the District. Upon written determination by the District of information to be published and/or disclosed to the public, CFW will cooperate to the extent possible to disclose or publish that information consistent with State Law.

IV. TERM

The Parties have agreed to a term ending on June 30, 2026, a period of time recognized as necessary to oversee the Program contemplated by the Parties. The Term of this Contract shall commence upon approval by the Governing Board of the District and execution by the Superintendent and shall continue through June 30, 2026. The Parties recognize that the long term consistent management of the District's Program is an important objective of the Governing Board. The District

may choose to extend or renew the term of this Contract by a written instrument, mutually agreed to by the Parties and approved by the Governing Board of the District.

V. INSURANCE

A. Insurance Policies; Minimum Coverage Amounts.

Minimum coverage amounts for policies of insurance to be obtained and maintained by CFW and its Sub-Consultants are:

Workers Compensation Employers Liability:	Statutory Limits \$500,000
Commercial General Liability (including coverage for Bodily Injury or Death, Property Damage and Automobile Liability-Property Damage, Bodily Injury or Death):	
Per Occurrence	\$1,000,000
Aggregate	\$1,000,000
Professional Liability	\$1,000,000

A. Workers Compensation and Employers Liability Insurance.

Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee that arises out of the employee's employment by CFW or a Sub-Consultant. The Employer's Liability Insurance required hereunder may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained hereunder.

B. Commercial General Liability and Property Insurance.

Commercial General Liability and Property Insurance shall provide coverage for the types of claims set forth below which may arise out of or result from CFW's services under this Agreement and for which CFW may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CFW's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained by: (a) a person as a result of an offense directly or indirectly related to employment of such person by CFW or (b) by another person; (iii) claims for damages due to injury to or destruction of tangible property, including loss of use resulting thereof; and (iv) contractual liability insurance applicable to CFW's obligations under this Agreement. District shall be an additional named insured to CFW's commercial general liability insurance policy.

1. Professional Liability Insurance. The policy of Professional Liability Insurance shall cover claims for errors, omissions and other conduct arising out CFW's performance of services under this Agreement.

2. Automobile Liability. The policy of Automobile Liability insurance shall provide coverage for claims arising out of the operation of automobiles and other motor vehicles by CFW in connection with performance of obligations under this Agreement.
3. Policy Endorsements; Evidence of Insurance. CFW agrees to deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverage's under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
4. Sub-Consultants' Insurance. If CFW requests, and the District consents to, the use of Sub-Consultant(s) to CFW to perform a portion of the Basic Services or authorized Additional Services, each approved Sub consultant shall obtain and maintain each policy of insurance with the minimum of coverage amounts set forth above for CFW. Notwithstanding the District's approval of a Sub consultant, no Sub consultant shall provide services until CFW has delivered Certificates of Insurance to the District which evidences each of the required insurance policies and the minimum coverage amounts set forth herein.

VI. FEE FOR IMPLEMENTATION SERVICES

A. Program Implementation Services Fee

The District shall compensate CFW the contract price of Four and Three Quarters Percent (4.75%) of the Project Costs, as defined below (hereinafter, the "Contract Price").

Project Costs shall be defined as all costs, fees, and expenses to be paid by the District for projects related to the District's Master Construct and Implementation Program that are implemented during the term of this contract. Project Costs shall include but not be limited to the costs, fees and expenses related to the planning, design, bidding, management and construction of projects undertaken by the District.

At the commencement of each project, Project Costs shall be calculated based on the Proposed Funding Sources and Uses for Program Phases pursuant to the Master Construct and Implementation Program (excluding therefrom any Program Management fees and any fees or costs related to securing funding, including bond counsel fees, underwriting fees, financial consultant fees, escrow fees etc.). Every six months thereafter until completion, the Project Costs shall be recalculated as needed to incorporate any changes approved by the District.

The monthly payments to CFW shall be calculated as follows: (1) the total Project Costs, as defined herein, shall be multiplied by 4.75% (the "Fee"); (2) this amount shall then be divided by the number of months projected in the Master Project Schedule. This shall establish the "Average Monthly Fee". CFW shall be paid the Average Monthly Fee each month for the duration of the projects under management up to the maximum fee which is equal to the Contract Price. CFW shall submit monthly invoices consistent with the formula described above.

Notwithstanding the above, the Superintendent or Assistant Superintendent, and CFW may mutually agree to amend the methodology to calculate the monthly invoice amount, inasmuch as the total Fee does not exceed 4.75%.

VII. CONSULTANT NOT AN EMPLOYEE OF THE DISTRICT

CFW shall have no authority to contract on behalf of the District. It is expressly understood and agreed by both parties that CFW, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of aforesaid District.

VIII. PREVAILING LAW

This agreement shall be interpreted and shall be governed by California law.

IX. ASSIGNMENT

CFW reserves the right to assign this contract in whole or in part to any successor or assignee with the approval of the District. Such approval shall not be unreasonably withheld by District.

X. DISPUTE RESOLUTION

Any dispute, claim or controversy arising out of or relating to this Contract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Contract to arbitrate, shall first be submitted to mediation, and if the matter is not resolved through mediation then to arbitration in Los Angeles County before one arbitrator. The arbitration shall be administered by an organization mutually agreeable by the parties or pursuant to CA Code of Civil Procedure section 1280 et. seq. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from an appropriate court. The prevailing party in the arbitration shall be entitled to its reasonable attorneys' fees and costs. All fees and costs for mediation and arbitration shall be split equally.

XI. TERMINATION

In the event CFW fails or refuses to reasonably perform the provisions of the scope of work, the District may declare a default in the performance of the terms of this Contract by providing written notice specifying the nature of the default and the steps necessary to cure the default. CFW shall be provided a period of no less than twenty-one (21) calendar days from the date of the notice to cure the default. The Parties may also agree to mutually terminate this Contract by a writing referencing the Contract.

XII. ATTORNEY'S FEES

In the event that any action or proceeding, including any arbitration, is brought to enforce the provisions of this Contract, the prevailing party shall be entitled to all costs of enforcement, including but not limited to, said party's reasonable attorney fees.

XIII. NOTICES

All notices, demands requests or approvals to be given under this agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below.

All notices, demands, requests or approvals from CFW to District shall be addressed to District at:

Oxnard School District
ATTN: Dr. Karling Aguilera-Fort, Superintendent
1051 South A Street
Oxnard, CA 93030

All notices, demands, requests or approvals from District to CFW shall be addressed to CFW at:

Caldwell Flores Winters, Inc.
ATTN: Emilio A. Flores, Chief Executive Officer
6425 Christie Ave, Suite 270
Emeryville, CA 94608

XIV. INTEGRATED CONTRACT

This agreement in its entirety represents a full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or implied covenants shall not be held to vary the provisions hereof.

XV. APPROVAL

In executing this contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This contract is hereby agreed upon this _____ day of _____2021.

AGREED:

Emilio A. Flores
Chief Executive Officer
Caldwell Flores Winters, Inc.

Dr. Karling Aguilera-Fort
Superintendent
Oxnard School District

EXHIBIT A
SCOPE OF WORK

Caldwell Flores Winters, Inc. (“CFW”) agrees to provide the following scope of work to the Oxnard School District ("District") for the Projects as identified in the District’s Master Construct and Implementation Program:

1. Establish Project specifications, budget, and timeline for District review and approval
2. Assist the District in the selection, procurement, and management of professional consultant team members during the production of design and construction documents
3. Establish procedures in conjunction with District legal counsel for selection, procurement, retention, and documentation of additional professional consultant team members necessary to complete the design and construction of proposed projects
4. Assist the District with determining a method of construction (e.g. modular, stick built, etc.)
5. Assist the District with determining a method of delivery (e.g. lease-leaseback, hard bid, etc.)
6. Oversee design specifications and adherence to schedule and budget by the architect and contractor
7. Assist team members as necessary to address scope refinement, undertake constructability reviews, and value engineering efforts as required by the District
8. Assist the District with the negotiation of professional consultant fees, maintenance of contract compliance, and compliance with State agency requirements
9. Monitor the change order review process conducted by the architect and contractor
10. Oversee State agency closeout requirements by the architect, contractor and other required professional consultants
11. Conduct design and construction member team meetings as needed
12. Attend District Board and staff meetings as directed

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: October 20, 2021

Agenda Section: Section D: Action Items

Approval of ESSER III Fund Plan (DeGenna)

The Board of Trustees will receive a presentation on the COVID-19 federal funding for LEAs from American Rescue Plan Act (ARP Act) Elementary and Secondary School Relief (ESSER III) Fund. This funding will provide local educational agencies (LEAs) with emergency relief funds to address the impact COVID-19 has had, and continues to have, on elementary and secondary schools across the nation. The Oxnard School District received 32,020,108.00 million dollars to implement a learning recovery program. The ESSR III Expenditure Plan supplements existing actions/funds in current plans.

FISCAL IMPACT:

The Oxnard School District will receive 32,020,108.00 million dollars.

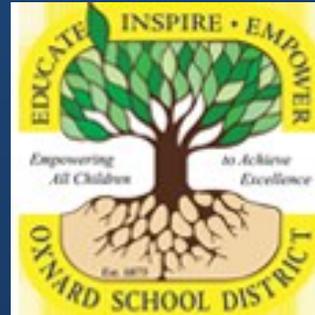
RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees approve the ESSER III Fund Plan.

ADDITIONAL MATERIALS:

Attached: [ESSR III plan for Board Presentation .pdf](#)
[2021_ESSER_III_Expenditure_Plan_Oxnard_School_District -Final.pdf](#)

ESSER III Expenditure Plan Overview



Oxnard School District
October 20, 2021

COVID-19 federal funding for School Districts from American Rescue Plan Act (ARP Act) Elementary and Secondary School Relief (ESSER III) Fund. This funding will provide local educational agencies (School District) with emergency relief funds to address the impact COVID-19 has had, and continues to have, on elementary and secondary schools across the nation.

The Oxnard School District is receiving \$ \$32,020,108



ESSER III Timeline



June 21, 2021

Complete Assurances



Within 30 days

Complete and Submit Safe Return to In-Person Instruction and Continuity Plan



August-October 2121

Complete Expenditure Plan Template



October 20, 2021

OSD School Board Approval Process



October 29, 2021

Submit Board Adopted Plan



Dec.-Jan. 2021-2022

Complete Safe Return Continuity plan within 6 months of submitting template

General Fiscal Requirements



Must use at least 20% of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer school/enrichment, extended day, comprehensive afterschool programs, or extended school year.



Funds may be used for costs as far back as to March 13, 2020



Funds are available through September 30, 2024



These funds **MUST** supplement, not supplant, existing actions/funds in current plans.

Community Engagement



OSD Community Engagement

- Parent groups:
 - *African American Parent Advisory Committee*
 - *Mixteco Parent Advisory Committee*
 - *District English Learner Advisory Committee*
 - *Parent Teachers Association*
 - *Community ESSR III Survey*
 - *LCAP Stakeholder Committee*
 - *Surveys*
 - Staff
 - Families

Summary of Planned ESSER III Expenditures

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA

\$32,020,108

Plan Section	Total Planned ESSER III Expenditures
Strategies for Continuous and Safe In-Person Learning	4,548,151
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	13,500,000
Use of Any Remaining Funds	13,971,957

Total ESSER III funds included in this plan

\$32,020,108

Strategies for Continuous and Safe In-Person Learning

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

\$4,548,151

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
LCAP Goal 2, Action 5; Health and Welfare of	COVID-19 testing and contact tracing	Systems and services for testing of staff, and contact tracing for all students and staff. Contact tracing services for a period of up to two years. (Allowable Use 5). This action will support the health and welfare of students and staff. Additionally, it will help minimize the amount of time students and staff are away from school.	\$800,000
LCAP Goal 2, Action 5; Health and Welfare of	Staffing to support COVID-19 testing, contact tracing, and leave management of district employees.	Increase Human Resources and Risk Management staff, up to two positions, for a period of up to three years. (Allowable Use 15). This action will help prevent spread of COVID-19 and increase student and staff attendance in person.	\$536,151
LCAP Goal 2, Action 5; Health and Welfare of	Care rooms and staff at school sites	Care rooms to isolate and care for students who may have symptoms or have exposure to COVID-19, staffed by Health Technicians or Health Assistants, for a period of up to two years. (Allowable Use 15). This action will help prevent spread of COVID-19 and increase student and staff attendance in person.	\$2,000,000
LCAP Goal 2, Action 5; Health and Welfare of	PPE, and cleaning and sanitation supplies	Purchase of supplies to sanitize and clean district facilities, and PPE for staff and students. (Allowable Use 7). This action will help prevent spread of COVID-19 and increase student and staff attendance in person.	\$150,000
LCAP Goal 2, Action 5; Health and Welfare of	Additional custodial staff	Additional custodial staff necessary to provide the highest level of safe, clean, and healthy schools and workplace environments. Up to five additional custodians for a period of up to three years. (Allowable Use 15). This action will help prevent spread of COVID-19 and increase student and staff attendance in person. (An additional five custodians are funded with ESSER II funds for a total of ten additional custodians).	\$1,062,000

Addressing the Impact of Lost Instructional Time

Total ESSER III funds being used to address the academic impact of lost instructional time

\$13,500,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	Independent Study Program	Provide Independent Study program for students who are unable to attend in-person instruction. Two to six teachers (based on need) and one program manager, for a period of up to three years. (Allowable Uses 4, 12). Providing an well designed Independent Study Program will support continued learning for students who are unable to participate in in-person learning due to health restrictions as a result of COVID-19	\$1,200,000
This action supports and expands LCAP GOAL	Instructional Aides	Provide additional instructional aides in regular classrooms, for instructional assistance to students. Up to 34 instructional aide positions district-wide (based on need), for a period of up to three years. (Allowable Uses 4, 12). This action will assist in addressing learning loss by providing opportunities for more differentiated instruction and scaffolded supports for students experiencing learning gaps. This will additionally focus on English Learners developing proficiency in English. Additionally, this support will be provided in Spanish in biliteracy classes to improve literacy instruction.	\$3,600,000
This action supports and expands LACP Goal	Literacy Intervention Teachers	Continuation of Literacy Intervention Teachers (initiated in 2021/22) at each K-5 and K-8 school; up to 17 positions for a period of up to two years (2022/23 and 2023/24). (Allowable Uses 4, 12). The Intervention teacher will use the Leveled Literacy Intervention Program (LLI); a research based literacy program. Students receiving this intervention support will be identified through the MTSS process. The identification process will prioritize English Learners and Foster Youth.	\$3,400,000
N/A	Multi-Tiered System of Supports Coaches for General and Special Education	Provide Multi-Tiered System of Supports (MTSS) coaches for general and special education programs; up to four positions for a period of up to three years. (Allowable Uses 4, 12). MTSS Coaches will provide monitoring and support to teachers of students receiving interventions to ensure implementation of interventions, data collection and progress monitoring.	\$1,200,000
This action supports and expands LCAP Goal	Psychologists	Continue to provide Psychologists to support student mental and social-emotional health; up to 35 positions (based on need) for a period of up to two years. (Allowable Uses 4, 10, 12). This action will improve the identification and support provided to students at Tier 3 in both academics and social and emotional needs. As a result of COVID-19, students are experiencing greater need academically, socially and emotionally.	\$4,100,000

Use of Any Remaining Funds

Total ESSER III funds being used to implement additional actions

\$13,971,957

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	Office Assistants at School Sites	Provide additional support to schools, to address the unique needs of each school's student population; 20 positions for a period of three years. (Allowable Uses 3, 4). As a result of COVID-19 school staff are impacted due to increase parent and community needs, additional protocols, contact tracing and staff absenteeism. This action will support schools, students, families and staff by allocating additional staff to improve communication and service.	\$3,600,000
This action supports LCAP Goal 3, Action 2: E1	District Webmaster	Provide a new Webmaster position, to provide and support communication and outreach with students, families, and community; for a period of up to three years. (Allowable Use 4). As result of COVID-19 community and families have become more dependent on clear and up-to-date communication regarding health and safety measures. This action will improve two way communication with community.	\$480,000
N/A	Additional Administrative support for Educational Programs	Provide Assistant Principals (two) and Program Managers (three) to support instructional programs in both general education and special education settings; up to five positions for a period of up to three years. (Allowable Use 16). This action will assist in improving the MTSS and monitoring cycles for students to ensure students are making adequate progress and when necessary identified for special education assessments. As a result of COVID-19 there are more students that have identified learning gaps that need to be addressed through Student Success Teams and Individualized Education Plans. Given the pandemic and educational interruptions, more frequent meetings to discuss student academics, attendance and social and emotional well-being are necessary to ensure and monitor progress.	\$1,891,957
This action supports and expands LCAP Goal	Teacher Professional Development Days	Continue to support an additional three days of professional development programs to all teachers; for a period of two years. (Allowable Use 16). This action supports the district's focus on Tier I first instruction across the content areas including Social and Emotional Learning as well as the implementation of Common Core State Standards. These learning opportunities will focus on acceleration rather than remediation, culturally responsive teaching, scaffolding and differentiation for English learners and students at risk.	\$3,000,000
N/A	Furniture Needs	Purchase new student furniture, including cafeteria tables, to support a clean, safe, and healthy learning environment as well as student distancing. (Allowable Uses 13, 16)	\$1,000,000
N/A	Facility Renovations and Upgrades	School and district facility repairs and improvements to maintain operations and continuity of school and district services, and to support student and staff health needs. (Allowable Uses 13, 16)	\$4,000,000

Ensuring Interventions are Addressing Student Needs

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			Administered and scored by Oct 22		Administered and scored by Feb 4 (Performance Task due for all grades)				
Writing*	K-2			Scored and inputted by Oct 15 (curriculum/unit prompt)		Scored and inputted by Feb 4 (curriculum/unit prompt)		Scored and inputted by Mar 25 (curriculum/unit prompt)		
	3-8					Administered and scored by Feb 4 (IAB Performance Task is the writing prompt)				
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						

Thank You



ESSER III Expenditure Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Oxnard School District	Dr. Karling Aguilera-Fort, Superintendent	kaguilerafort@oxnardsd.org

School districts, county offices of education, or charter schools, collectively known as LEAs, that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan Act, referred to as ESSER III funds, are required to develop a plan for how they will use their ESSER III funds. In the plan, an LEA must explain how it intends to use its ESSER III funds to address students’ academic, social, emotional, and mental health needs, as well as any opportunity gaps that existed before, and were worsened by, the COVID-19 pandemic. An LEA may also use its ESSER III funds in other ways, as detailed in the Fiscal Requirements section of the Instructions. In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP), provided that the input and actions are relevant to the LEA’s Plan to support students.

For more information please see the Instructions.

Other LEA Plans Referenced in this Plan

Plan Title	Where the Plan May Be Accessed
Local Control Accountability Plan	The 2021-2022 LCAP can be accessed on the following link: https://www.oxnardsd.org/site/handlers/filedownload.ashx?moduleinstanceid=12739&dataid=23044&FileName=2021_LCAP_Oxnard_School_District_finalCOE%20APPROVED.pdf

Summary of Planned ESSER III Expenditures

Below is a summary of the ESSER III funds received by the LEA and how the LEA intends to expend these funds in support of students.

Total ESSER III funds received by the LEA
\$32,020,108

Plan Section	Total Planned ESSER III
Strategies for Continuous and Safe In-Person Learning	4,548,151
Addressing Lost Instructional Time (a minimum of 20 percent of the LEAs ESSER III funds)	13,500,000
Use of Any Remaining Funds	13,971,957

Total ESSER III funds included in this plan

\$32,020,108

Community Engagement

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community. The following is a description of how the LEA meaningfully consulted with its community members in determining the prevention and mitigation strategies, strategies to address the academic impact of lost instructional time, and any other strategies or activities to be implemented by the LEA. In developing the plan, the LEA has flexibility to include input received from community members during the development of other LEA Plans, such as the LCAP, provided that the input is relevant to the development of the LEA’s ESSER III Expenditure Plan.

For specific requirements, including a list of the community members that an LEA is required to consult with, please see the Community Engagement section of the Instructions.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

The Oxnard School District believes that educating our children is a shared responsibility, therefore community input and engagement is critical to the ESSER III Plan development process. The process included the LCAP committee for the 2021-2022 school year. This committee consists of 38 participants, including: School Board President, 12 District administrators representing all district departments, 3 middle school site administrators, 3 K-5 site administrators, 5 members of the Oxnard Educators Association, 4 members of the Oxnard Supportive Services Organization, 5 members of the California School Employees Association and 5 parents. To engage this committee a meeting was held on October 4, 2021. The purpose of the meeting was to share information regarding the ESSER III funds and gather input from all participants and the larger groups they represent on all the actions and services that need to be addressed.

In addition, an ESSER III surveys were created for both community and staff in both English and Spanish. The surveys were posted on the district website, emailed to staff and families, and sent through Blackboard connect. Student voice and input was gathered through regularly scheduled meetings with the Superintendent Fellows. This group is comprised of a student representative from every school site. They meet regularly with the Superintendent to provide input on their experience at their schools, to make recommendations on supports students

need to be more successful, and to provide feedback on district programs. Meetings were held with a variety of parent groups to solicit input. These groups include the African American Parent Advisory Group, Mixteco Parent Advisory, DELAC, Superintendent's Parent Advisory Committee, Special Education Advisory Group and PTA. Information from ESSER III was shared with all groups and input was gathered via the ESSER III survey.

During the process of community engagement, the themes that surfaced were similar to those voiced during the LCAP engagement meetings. These themes had to do with improving district communication, addressing academic needs of students who experienced significant interruption in learning, and addressing the social and emotional needs of all students, but in particular, of students who have experienced loss and trauma during the pandemic.

A description of how the development of the plan was influenced by community input.

Community input greatly influenced much of the ESSER III Plan. The focus of the plan addresses the learning needs of all students, while ensuring that students are safe and their social and emotional needs are met. This focus was evident in all community meetings and many of the recommendations have been included in this plan and support the LCAP as well. Some of these include expanding learning for all students by providing tutoring opportunities and the need for a strong independent study program to support students who are unable to participate in in-person learning. In addition, the need for additional school staff to support the health and well-being of students was also identified. Given the increase in numbers of COVID cases, there were many concerns raised about ensuring a high quality independent learning program for students. Additionally, staff provided input on the need to add additional staff to sites to support contact tracing and minimizing student and staff exposure. A request for more opportunities for COVID-19 testing was also shared so that students and staff could more quickly return to school.

Community input was prioritized by how much direct contact and impact the recommended action or services had on students, particularly students with greatest needs and who have been most significantly impacted by Covid-19. This includes English Learners, students experiencing homelessness and foster youth. In addition, input was assessed to determine how these funds can work in support of the LCAP goals and actions. As a result of community input and concern over loss of learning, the district has refined its Multi-Tiered System of Supports (MTSS) process. The refinement of the MTSS leads to several increased needs. The first need is to continue building teacher capacity by providing professional development for Tier I instruction. As this professional development is provided, special attention needs to be placed on establishing a comprehensive monitoring process to identify needed interventions for all students, as well as, a process for ensuring students are making adequate progress academically, socially and emotionally. The second identified need is to recruit and hire staff who are trained in high quality, evidence-based intervention programs to support students with identified learning gaps. This improvement in the MTSS process requires additional staff to support the implementation and monitoring of this intervention.

Expanded learning opportunities through before and after school programs was also identified as a need. This need, however, is being addressed through the Local Control Accountability Plan and the Expanded Learning Opportunity Program.

An issue that was also addressed in all stakeholder groups was cleanliness of schools and classrooms and the added cleaning protocols as a result of the pandemic, leading to increased need for custodial support.

Actions and Expenditures to Address Student Needs

The following is the LEA’s plan for using its ESSER III funds to meet students’ academic, social, emotional, and mental health needs, as well as how the LEA will address the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic. In developing the plan, the LEA has the flexibility to include actions described in existing plans, including the LCAP and/or Expanded Learning Opportunity (ELO) Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan.

For specific requirements, please refer to the Actions and Expenditures to Address Student Needs section of the Instructions.

Strategies for Continuous and Safe In-Person Learning

A description of how the LEA will use funds to continuously and safely operate schools for in-person learning in a way that reduces or prevents the spread of the COVID-19 virus.

Total ESSER III funds being used to implement strategies for continuous and safe in-person learning

\$4,548,151

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
LCAP Goal 2, Action 5; Health and Welfare of Students	COVID-19 testing and contact tracing	Systems and services for testing of staff, and contact tracing for all students and staff. Contact tracing services for a period of up to two years (Allowable Use 5). This action will support the health and welfare of students and staff. Additionally, it will help minimize the amount of time students and staff are away from school.	\$800,000
LCAP Goal 2, Action 5; Health and Welfare of Students	Staffing to support COVID-19 testing, contact tracing, and leave management of district employees.	Increase Human Resources and Risk Management staff; up to two positions, for a period of up to three years (Allowable Use 15). This action will help prevent spread of COVID-19 and increase student and staff attendance in person.	\$536,151
LCAP Goal 2, Action 5; Health and Welfare of Students	Care rooms and staff at school sites	Care rooms to isolate and care for students who may have symptoms or have exposure to COVID-19, staffed by Health Technicians or Health Assistants, for a period of up to two years (Allowable Use 15). This action will help prevent	\$2,000,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
		spread of COVID-19 and increase student and staff attendance in person.	
LCAP Goal 2, Action 5; Health and Welfare of Students	PPE, and cleaning and sanitation supplies	Purchase of supplies to sanitize and clean district facilities, and PPE for staff and students (Allowable Use 7). This action will help prevent spread of COVID-19 and increase student and staff attendance in person.	\$150,000
LCAP Goal 2, Action 5; Health and Welfare of Students	Additional custodial staff	Additional custodial staff necessary to provide the highest level of safe, clean, and healthy schools and workplace environments. Up to five additional custodians for a period of up to three years (Allowable Use 15). This action will help prevent spread of COVID-19 and increase student and staff attendance in person. (An additional five custodians are funded with ESSER II funds for a total of ten additional custodians).	\$1,062,000

Addressing the Impact of Lost Instructional Time

A description of how the LEA will use funds to address the academic impact of lost instructional time.

Total ESSER III funds being used to address the academic impact of lost instructional time

\$13,500,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	Independent Study Program	Provide Independent Study program for students who are unable to attend in-person instruction. Two to six teachers (based on need) and one program manager, for a period of up to three years (Allowable Uses 4, 12). Providing a well designed Independent Study Program will support continued learning for students who are unable to participate in in-person learning due to health restrictions as a result of COVID-19.	\$1,200,000

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
This action supports and expands LCAP GOAI 1, Action 16: Instructional Resources and Supports	Instructional Aides	Provide additional instructional aides in regular classrooms, for instructional assistance to students. Up to 34 instructional aide positions district-wide (based on need), for a period of up to three years (Allowable Uses 4, 12). This action will assist in addressing learning loss by providing opportunities for more differentiated instruction and scaffolded supports for students experiencing learning gaps. This will focus on English Learners developing proficiency in English. This support will be provided in Spanish in biliteracy classes to improve literacy instruction.	\$3,600,000
This action supports and expands LACP Goal 1, Action 2: Student Literacy Intervention. This will expand the use of Literacy intervention teachers for multiple years.	Literacy Intervention Teachers	Continuation of Literacy Intervention Teachers (initiated in 2021/22) at each K-5 and K-8 school; up to 17 positions for a period of up to two years: 2022/23 and 2023/24 (Allowable Uses 4, 12). The Intervention teacher will use the Leveled Literacy Intervention Program (LLI); a research based literacy program. Students receiving this intervention support will be identified through the MTSS process. The identification process will prioritize English Learners and Foster Youth.	\$3,400,000
N/A	Multi-Tiered System of Supports Coaches for General and Special Education	Provide Multi-Tiered System of Supports (MTSS) coaches for general and special education programs; up to four positions for a period of up to three years (Allowable Uses 4, 12). MTSS Coaches will provide monitoring and support to teachers of students receiving interventions to ensure implementation of interventions, data collection and progress monitoring.	\$1,200,000
This action supports and expands LCAP Goal 2, Action 9: Tier 3 Specialized Support	Psychologists	Continue to provide Psychologists to support students' mental and social-emotional health; up to 35 positions (based on need) for a period of up to two years (Allowable Uses 4, 10, 12). This action will improve the identification and support provided to students at Tier 3 in both academics and social and emotional needs. As a result of COVID-19, students are experiencing greater needs academically, socially and emotionally.	\$4,100,000

Use of Any Remaining Funds

A description of the how the LEA will use any remaining ESSER III funds, as applicable.

Total ESSER III funds being used to implement additional actions

\$13,971,957

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
N/A	Office Assistants at School Sites	Provide additional support to schools, to address the unique needs of each school’s student population; 20 positions for a period of three years (Allowable Uses 3, 4). As a result of COVID-19, school staff are impacted due to an increase in parent and community needs, additional protocols, contact tracing and staff absenteeism. This action will support schools, students, families and staff by allocating additional staff to improve communication and service.	\$3,600,000
This action supports LCAP Goal 3, Action 2: Ensure and Enhance communication with families through the use of a variety of platforms.	District Webmaster	Provide a new Webmaster position, to provide and support communication and outreach with students, families, and community; for a period of up to three year (Allowable Use 4). As result of COVID-19, our community and families have become more dependent on clear and up-to-date communication regarding health and safety measures. This action will improve two way communication with our community.	\$480,000
N/A	Additional Administrative support for Educational Programs	Provide Assistant Principals (two) and Program Managers (three) to support instructional programs in both general education and special education settings; up to five positions for a period of up to three year (Allowable Use 16). This action will assist in improving the MTSS and monitoring cycles for students to ensure students are making adequate progress and when necessary identified for special education assessments. As a result of COVID-19 there are more students that have identified learning gaps that need to be addressed though Student Success Teams and	\$1,891,957

Plan Alignment (if applicable)	Action Title	Action Description	Planned ESSER III Funded Expenditures
		Individualized Education Plans. Given the pandemic and educational interruptions, more frequent meetings to discuss student academics, attendance and social and emotional well-being are necessary to ensure and monitor progress.	
This action supports and expands LCAP Goal 1, Action 1: Professional Learning Days for Teachers :	Teacher Professional Development Days	Continue to support an additional three days of professional development programs to all teachers; for a period of two years (Allowable Use 16). This action supports the district's focus on Tier I first instruction across the content areas including Social and Emotional Learning as well as the implementation of Common Core State Standards. These learning opportunities will focus on acceleration rather than remediation, culturally responsive teaching, scaffolding and differentiation for English learners and students at risk.	\$3,000,000
N/A	Furniture Needs	Purchase new student furniture, including cafeteria tables, to support a clean, safe, and healthy learning environment as well as student distancing (Allowable Uses 13, 16).	\$1,000,000
N/A	Facility Renovations and Upgrades	School and district facility repairs and improvements to maintain operations and continuity of school and district services, and to support student and staff health needs (Allowable Uses 13, 16).	\$ 4,000,000

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic. The following is the LEA’s plan for ensuring that the actions and expenditures in the plan are addressing the identified academic, social, emotional, and mental health needs of its students, and particularly those students most impacted by the COVID–19 pandemic.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Instructional Aides (Para-Educators)	The effective use of instructional assistants will be monitored by both the site administration as well as the classroom teacher. The intent of	This intervention will be monitored monthly during grade level meetings as well as during student monitoring conferences every trimester.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
	this intervention is to provide small group, guided and differentiated instruction for students identified in need of intervention through the MTSS and student monitoring process.	
Literacy Intervention Teachers	The Leveled Literacy Intervention (LLI) program has embedded frequent assessments that will allow for the monitoring of student growth. The site administrators will be responsible for monitoring the fidelity and quality of implementation. Principals will meet bi-weekly with LLI teachers to review implementation of program and student growth. Additionally, student results will be shared during grade level meetings with classroom teachers.	The student data will be reviewed every 4 weeks to determine whether students are making adequate growth and whether they need to remain in the program.
MTSS Coaches for General and Special Education	This action will be monitored by the site principal during weekly or bi-weekly scheduled meetings. During these meetings, student data will be reviewed to ensure that students are placed in appropriate interventions and that on-going communication is occurring with the SST team. Additionally, these positions will be monitored by the Educational Services Department. The Special Education Department will gather districtwide data of student growth, evaluate the actions and goals in SST documents, and provide on-going training to MTSS coaches.	The site level monitoring will occur, at minimum, bi-weekly and the district level monitoring will occur monthly.
Psychologists	This action will be monitored by the Director of Special Education and the site principal. The Director of Special Education will monitor this action through monthly job-alike meetings and case load reviews.	This action will be monitored monthly.
Actions that support Safe in-person Learning: 1. COVID -19 testing 2. Staffing to support testing , contact tracing, and leave	These actions will be monitored by attendance records for both staff and students and a decrease of COVID-19 transmission at school sites.	This action will be monitored monthly and with direct communication with site principals.

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
<p>management of district employees 3. Care rooms and staff at school sites</p>	<p>These actions will be monitored by Manager of Risk Management, Director of Pupil Services, and the Director of Facilities. The Manager of Risk management will ensure that all safety protocols are in place at all schools and that any guidance from public health is distributed to the sites and being followed. The monitoring will happen through site visits and a dashboard review.</p> <p>The Director of Pupil Services will monitor the implementation of policy and guidelines for students through site visits and bi-weekly meetings with school nurses, health technicians and LVNs.</p> <p>The Director of Facilities will monitor the use of PPE and cleanliness guidelines through site visits.</p>	
<p>Office Assistants at School Sites</p>	<p>Progress will be monitored by site principals and Educational Services department by Panorama survey measuring parent and staff responses on satisfaction. Additionally, Ed. Services will monitor parent or family calls and/or complaints dealing with school responsiveness and customer service.</p>	<p>This action will be monitored every trimester.</p>
<p>District Webmaster</p>	<p>The progress of this action will be monitored by the Superintendent and the Communication Team. Progress on the action will be monitored through a family and staff communication survey, use of the district webpage and additional tools such as Blackboard Connect and Canvas.</p>	<p>This action will be monitored every 6 months.</p>
<p>PPE, cleaning and sanitation supplies. Additional custodial staff Furniture needs, facility renovations and upgrades</p>	<p>The Director of Facilities will monitor the use of PPE and cleanliness guidelines through site visits and survey responses related to the status of facilities.</p>	<p>These actions will be monitored annually though the use of the parent/staff survey.</p>

Action Title(s)	How Progress will be Monitored	Frequency of Progress Monitoring
Administrative Support for Educational Programs	This action will be monitored by the Assistant Superintendent of Educational Services by audits of SSTs and IEP schedules, notes and practices. Additionally, student data reviews will be monitored with a focus on ensuring that all students in need of intervention are placed in appropriate programs or are receiving appropriate supports.	These will be monitored by trimester.
Teacher Professional Development Days	This action will be monitored by site principals and the Educational Services team by conducting classroom walkthroughs focused on first instruction connected to the professional development provided. During the walkthroughs, data will be collected to determine baseline of implementation of the identified district "look fors" or expected strategies and practices. During these walkthroughs, special focus will be placed on strategies used with English Learners.	This monitoring process will happen monthly with principals and the Educational Services Learning Support Partners.

ESSER III Expenditure Plan Instructions

Introduction

School districts, county offices of education (COEs), or charter schools, collectively known as local educational agencies (LEAs), that receive Elementary and Secondary School Emergency Relief (ESSER) funds under the American Rescue Plan (ARP) Act, referred to as ESSER III funds, are required to develop a plan for how they will use ESSER III funds to, at a minimum, address students' academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

The plan must be adopted by the local governing board or body of the LEA at a public meeting on or before October 29, 2021 and must be submitted for review and approval within five days of adoption. A school district must submit its ESSER III Expenditure Plan to its COE for review and approval; a COE must submit its plan to the California Department of Education for review and approval. A charter school must submit its plan to its chartering authority for review and to the COE of the county in which the charter school operates for review and approval.

In addition, consistent with the requirements of the ARP, Volume 86, *Federal Register*, page 21201, April 22, 2021, the ESSER III Expenditure Plan must be:

- Written in an understandable and uniform format;
- Written in a language that parents can understand, to the extent practicable;
 - If it is not practicable to provide written translations to a parent with limited English proficiency, the plan must be orally translated for parents
- Provided in an alternative format to a parent who is an individual with a disability as defined by the Americans with Disabilities Act, upon request; and
- Be made publicly available on the LEA's website.

For additional information regarding ESSER III funding please see the ARP Act Funding web page at

<https://www.cde.ca.gov/fg/cr/arpact.asp>.

For technical assistance related to the completion of the ESSER III Expenditure Plan, please contact EDReliefFunds@cde.ca.gov.

Fiscal Requirements

- The LEA must use at least 20 percent (20%) of its ESSER III apportionment for expenditures related to addressing the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
 - For purposes of this requirement, "evidence-based interventions" include practices or programs that have **evidence** to show that they are effective at producing results and improving outcomes when implemented. This kind of evidence has generally been produced through formal studies and research. There are four tiers, or levels, of evidence:

- **Tier 1 – Strong Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented randomized control experimental studies.
 - **Tier 2 – Moderate Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented quasi-experimental studies.
 - **Tier 3 – Promising Evidence:** the effectiveness of the practices or programs is supported by one or more well-designed and well-implemented correlational studies (with statistical controls for selection bias).
 - **Tier 4 – Demonstrates a Rationale:** practices that have a well-defined logic model or theory of action, are supported by research, and have some effort underway by a State Educational Agency, LEA, or outside research organization to determine their effectiveness.
- **For additional information please see the Evidence-Based Interventions Under the ESSA web page at <https://www.cde.ca.gov/re/es/evidence.asp>.**
- The LEA must use the remaining ESSER III funds consistent with section 2001(e)(2) of the ARP Act, including for:
 - Any activity authorized by the Elementary and Secondary Education Act (ESEA) of 1965;
 - Any activity authorized by the Individuals with Disabilities Education Act (IDEA);
 - Any activity authorized by the Adult Education and Family Literacy Act;
 - Any activity authorized by the Carl D. Perkins Career and Technical Education Act of 2006;
 - Coordination of preparedness and response efforts of LEAs with State, local, Tribal, and territorial public health departments, and other relevant agencies, to improve coordinated responses among such entities to prevent, prepare for, and respond to COVID-19;
 - Activities to address the unique needs of low-income students, students with disabilities, English learners, racial and ethnic minorities, homeless students, and foster youth, including how outreach and service delivery will meet the needs of each population;
 - Developing and implementing procedures and systems to improve the preparedness and response efforts of LEAs;
 - Training and professional development for staff of the LEA on sanitation and minimizing the spread of infectious diseases;
 - Purchasing supplies to sanitize and clean the facilities of an LEA, including buildings operated by such agency;
 - Planning for, coordinating, and implementing activities during long-term closures, including providing meals to eligible students, providing technology for online learning to all students, providing guidance for carrying out requirements under IDEA, and ensuring other educational services can continue to be provided consistent with all Federal, State, and local requirements;
 - Purchasing education technology (including hardware, software, and connectivity) for students who are served by the LEA that aids in regular and substantive educational interaction between students and their classroom instructors, including low-income students and children with disabilities, which may include assistive technology or adaptive equipment;
 - Providing mental health services and supports, including through the implementation of evidence-based full-service community schools;
 - Planning and implementing activities related to summer learning and supplemental after school programs, including providing classroom instruction or online learning during the summer months and addressing the needs of underserved students;

- Addressing learning loss among students, including underserved students, by:
 - Administering and using high-quality assessments that are valid and reliable, to accurately assess students' academic progress and assist educators in meeting students' academic needs, including through differentiated instruction,
 - Implementing evidence-based activities to meet the comprehensive needs of students,
 - Providing information and assistance to parents and families of how they can effectively support students, including in a distance learning environment, and
 - Tracking student attendance and improving student engagement in distance education;

Note: A definition of “underserved students” is provided in the Community Engagement section of the instructions.

- School facility repairs and improvements to enable operation of schools to reduce risks of virus transmission and exposure to environmental health hazards, and to support student health needs;
- Inspection, testing, maintenance, repair, replacement, and upgrade projects to improve the indoor air quality in school facilities, including mechanical and nonmechanical heating, ventilation, and air conditioning systems, filtering, purification and other air cleaning, fans, control systems, and window and door replacement;
- Developing strategies and implementing public health protocols including, to the greatest extent practicable, policies in line with guidance from the Centers for Disease Control and Prevention (CDC) for the reopening and operation of school facilities to effectively maintain the health and safety of students, educators, and other staff;
- Other activities that are necessary to maintain the operation of and continuity of services in LEAs and continuing to employ existing staff of the LEA.

Other LEA Plans Referenced in this Plan

In developing the plan, the LEA has flexibility to include community input and/or actions included in other planning documents, such as the Local Control and Accountability Plan (LCAP) and/or the Expanded Learning Opportunities (ELO) Grant Plan, provided that the input and/or actions address the requirements of the ESSER III Expenditure Plan.

An LEA that chooses to utilize community input and/or actions from other planning documents must provide the name of the plan(s) referenced by the LEA and a description of where the plan(s) may be accessed by the public (such as a link to a web page or the street address of where the plan(s) are available) in the table. The LEA may add or delete rows from the table as necessary.

An LEA that chooses not to utilize community input and/or actions from other planning documents may provide a response of “Not Applicable” in the table.

Summary of Expenditures

The Summary of Expenditures table provides an overview of the ESSER III funding received by the LEA and how the LEA plans to use its ESSER III funds to support the strategies and interventions being implemented by the LEA.

Instructions

For the ‘Total ESSER III funds received by the LEA,’ provide the total amount of ESSER III funds received by the LEA.

In the Total Planned ESSER III Expenditures column of the table, provide the amount of ESSER III funds being used to implement the actions identified in the applicable plan sections.

For the ‘Total ESSER III funds included in this plan,’ provide the total amount of ESSER III funds being used to implement actions in the plan.

Community Engagement

Purpose and Requirements

An LEA’s decisions about how to use its ESSER III funds will directly impact the students, families, and the local community, and thus the LEA’s plan must be tailored to the specific needs faced by students and schools. These community members will have significant insight into what prevention and mitigation strategies should be pursued to keep students and staff safe, as well as how the various COVID–19 prevention and mitigation strategies impact teaching, learning, and day-to-day school experiences.

An LEA must engage in meaningful consultation with the following community members, as applicable to the LEA:

- Students;
- Families, including families that speak languages other than English;
- School and district administrators, including special education administrators;
- Teachers, principals, school leaders, other educators, school staff, and local bargaining units, as applicable.

“Meaningful consultation” with the community includes considering the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic. Comprehensive strategic planning will utilize these perspectives and insights to determine the most effective strategies and interventions to address these needs through the programs and services the LEA implements with its ESSER III funds.

Additionally, an LEA must engage in meaningful consultation with the following groups to the extent that they are present or served in the LEA:

- Tribes;
- Civil rights organizations, including disability rights organizations (e.g. the American Association of People with Disabilities, the American Civil Liberties Union, National Association for the Advancement of Colored People, etc.); and
- Individuals or advocates representing the interests of children with disabilities, English learners, homeless students, foster youth, migratory students, children who are incarcerated, and other underserved students.
 - For purposes of this requirement “underserved students” include:
 - Students who are low-income;

- Students who are English learners;
- Students of color;
- Students who are foster youth;
- Homeless students;
- Students with disabilities; and
- Migratory students.

LEAs are also encouraged to engage with community partners, expanded learning providers, and other community organizations in developing the plan.

Information and resources that support effective community engagement may be found under *Resources* on the following web page of the CDE’s website: <https://www.cde.ca.gov/re/lc>.

Instructions

In responding to the following prompts, the LEA may reference or include input provided by community members during the development of existing plans, including the LCAP and/or the ELO Grant Plan, to the extent that the input is applicable to the requirements of the ESSER III Expenditure Plan. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA’s local community.

A description of the efforts made by the LEA to meaningfully consult with its required community members and the opportunities provided by the LEA for public input in the development of the plan.

A sufficient response to this prompt will describe how the LEA sought to meaningfully consult with its required community members in the development of the plan, how the LEA promoted the opportunities for community engagement, and the opportunities that the LEA provided for input from the public at large into the development of the plan.

As noted above, a description of “meaningful consultation” with the community will include an explanation of how the LEA has considered the perspectives and insights of each of the required community members in identifying the unique needs of the LEA, especially related to the effects of the COVID-19 pandemic.

A description of the how the development of the plan was influenced by community input.

A sufficient response to this prompt will provide clear, specific information about how input from community members and the public at large was considered in the development of the LEA’s plan for its use of ESSER III funds. This response must describe aspects of the ESSER III Expenditure Plan that were influenced by or developed in response to input from community members.

- For the purposes of this prompt, “aspects” may include:
 - Prevention and mitigation strategies to continuously and safely operate schools for in-person learning;

- Strategies to address the academic impact of lost instructional time through implementation of evidence-based interventions (e.g. summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs);
- Any other strategies or activities implemented with the LEA’s ESSER III fund apportionment consistent with section 2001(e)(2) of the ARP Act; and
- Progress monitoring to ensure interventions address the academic, social, emotional, and mental health needs for all students, especially those students disproportionately impacted by COVID-19

For additional information and guidance, please see the U.S. Department of Education’s Roadmap to Reopening Safely and Meeting All Students’ Needs Document, available here: <https://www2.ed.gov/documents/coronavirus/reopening-2.pdf>.

Planned Actions and Expenditures

Purpose and Requirements

As noted in the Introduction, an LEA receiving ESSER III funds is required to develop a plan to use its ESSER III funds to, at a minimum, address students’ academic, social, emotional, and mental health needs, as well as the opportunity gaps that existed before, and were exacerbated by, the COVID-19 pandemic.

Instructions

An LEA has the flexibility to include actions described in existing plans, including the LCAP and/or ELO Grant Plan, to the extent that the action(s) address the requirements of the ESSER III Expenditure Plan. When including action(s) from other plans, the LEA must describe how the action(s) included in the ESSER III Expenditure Plan supplement the work described in the plan being referenced. The LEA must specify the amount of ESSER III funds that it intends to use to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. Descriptions of actions provided should include sufficient detail yet be sufficiently succinct to promote a broad understanding among the LEA’s local community.

Strategies for Continuous and Safe In-Person Learning

Provide the total amount of funds being used to implement actions related to Continuous and Safe In-Person Learning, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds for prevention and mitigation strategies that are, to the greatest extent practicable, in line with the most recent CDC guidance, in order to continuously and safely operate schools for in-person learning.

- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Addressing the Impact of Lost Instructional Time

As a reminder, the LEA must use not less than 20 percent of its ESSER III funds to address the academic impact of lost instructional time. Provide the total amount of funds being used to implement actions related to addressing the impact of lost instructional time, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of the action(s) the LEA will implement using ESSER III funds to address the academic impact of lost instructional time through the implementation of evidence-based interventions, such as summer learning or summer enrichment, extended day, comprehensive afterschool programs, or extended school year programs.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA.

Use of Any Remaining Funds

After completing the Strategies for Continuous and Safe In-Person Learning and the Addressing the Impact of Lost Instructional Time portions of the plan, the LEA may use any remaining ESSER III funds to implement additional actions to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. LEAs choosing to use ESSER III funds in this manner must provide the total amount of funds being used to implement actions with any remaining ESSER III funds, then complete the table as follows:

- If the action(s) are included in another plan, identify the plan and provide the applicable goal and/or action number from the plan. If the action(s) are not included in another plan, write “N/A”.
- Provide a short title for the action(s).
- Provide a description of any additional action(s) the LEA will implement to address students’ academic, social, emotional, and mental health needs, as well as to address opportunity gaps, consistent with the allowable uses identified above in the Fiscal Requirements section of the Instructions. If an LEA has allocated its entire apportionment of ESSER III funds to strategies for continuous and safe in-person learning and/or to addressing the impact of lost instructional time, the LEA may indicate that it is not implementing additional actions.
- Specify the amount of ESSER III funds the LEA plans to expend to implement the action(s); these ESSER III funds must be in addition to any funding for those action(s) already included in the plan(s) referenced by the LEA. If the LEA it is not implementing additional actions the LEA must indicate “\$0”.

Ensuring Interventions are Addressing Student Needs

The LEA is required to ensure its interventions will respond to the academic, social, emotional, and mental health needs of all students, and particularly those students most impacted by the COVID–19 pandemic, including students from low-income families, students of color, English learners, children with disabilities, students experiencing homelessness, children in foster care, and migratory students.

The LEA may group actions together based on how the LEA plans to monitor the actions' progress. For example, if an LEA plans to monitor the progress of two actions in the same way and with the same frequency, the LEA may list both actions within the same row of the table. Each action included in the ESSER III Expenditure Plan must be addressed within the table, either individually or as part of a group of actions.

Complete the table as follows:

- Provide the action title(s) of the actions being measured.
- Provide a description of how the LEA will monitor progress of the action(s) to ensure that they are addressing the needs of students.
- Specify how frequently progress will be monitored (e.g. daily, weekly, monthly, every 6 weeks, etc.).

California Department of Education
June 2021

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: October 20, 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:

- June 24, 2020 Regular Meeting
- July 14, 2020 Special Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Minutes June 24 2020 Regular Board Meeting \(17 pages\)](#)
[Minutes July 14 2020 Special Board Meeting.pdf](#)

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. Betsy George

Assistant Superintendent,
Business & Fiscal Services

Dr. Jesus Vaca

Assistant Superintendent,
Human Resources & Support Services

Dr. Anabolena DeGenna

Assistant Superintendent,
Educational Services

MINUTES

REGULAR BOARD MEETING

Wednesday, June 24, 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: 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 5:04 p.m.

Present: Trustees Monica Madrigal Lopez, Debra Cordes, Denis O’Leary and Jarely Lopez. Also in attendance were Superintendent Karling Aguilera-Fort, Assistant Superintendents Anabolena DeGenna and Jesus Vaca, and Senior Executive Assistant Lydia Garcia. Trustee Veronica Robles-Solis joined the meeting after Roll Call.

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 amended.

- Item C.4 Designation of Representative and Alternate to the Ventura County Schools Self Funding Authority's Board of Directors (George) pulled from the agenda due to changes in staff - to be placed on a future meeting agenda.
- Item C.13 Resolution #20-04: Authority for the Board of Trustees to Improve Salaries and Benefits for Certain Categories of Employees after July 1, 2020 (George/Crandall Plasencia) moved from Consent to Action at the Board's request (now Item D.8).

Adoption of the Agenda as Amended

Mover: Debra Cordes

Seconder: Jarely Lopez

Moved To: Approve as Amended

Ayes: 4 - Monica Madrigal Lopez, Denis O'Leary, Debra Cordes, Jarely Lopez

Motion Result: Passed

A.5. Report on the K-5th Grade Standards-Based Report Card (DeGenna/Fox)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services and Dr. Aracely Fox, Director, Dual Language Immersion, provided a report on the new standards-based report cards to be piloted during the 2020-2021 school year. The purpose was the alignment of practice, expectations and reporting tools with Common Core Standards. The process was routed through district administration, the Report Card Committee, parents, school representatives, curriculum council, and site administration. The Report Card Committee consisted of interested teachers

and representatives from principals, Oxnard Educators Association and district administration. Teachers will receive Professional Development on the new process and there will be parent meetings on the topic. Feedback will continue to be collected throughout the process, and revisions will be made as necessary.

A.6. Closed Session - Public Participation/Comment (Limit three minutes per person per topic)

- Efrain Cazares re: anticipated litigation case A.7 - against salary increase discussed at Personnel Commission meeting

A.7. Closed Session

The Board convened to closed session at 5:35 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel - Anticipated Litigation: 1 case
- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
 - Case No. 19-02 - Expulsion, Readmission (Action Item)
 - Case No. 19-03 - Expulsion, Readmission (Action Item)
 - Case No. 19-04 - Expulsion, Readmission (Action Item)
 - Case No. 19-10 - Expulsion, Readmission (Action Item)
3. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernandez & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment/Recommendation:
 - Director, Special Education
 - Principal, Elementary

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

The Board reconvened to Open Session at 7:20 p.m.

A.9. Report Out of Closed Session

President Madrigal Lopez reported on the following actions taken in Closed Session:

Motion #19-165 Denial of Readmission in Expulsion Case #19-02

Mover: Debra Cordes

Secunder: Denis O'Leary

Moved to: Deny

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

Motion Result: Passed

Motion #19-166 Denial of Readmission in Expulsion Case #19-03

Mover: Denis O’Leary

Second: Debra Cordes

Moved to: Deny

Ayes: 4 – Jarely Lopez, Debra Cordes, Denis O’Leary, Monica Madrigal Lopez

Nays: 1 - Veronica Robles-Solis

Motion Result: Passed

Motion #19-167 Approval of Readmission in Expulsion Case #19-04

Mover: Debra Cordes

Second: Jarely Lopez

Moved to: Approve

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

Motion Result: Passed

Motion #19-168 Approval of Readmission in Expulsion Case #19-10

Mover: Debra Cordes

Second: Jarely Lopez

Moved to: Approve

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

Motion Result: Passed

Motion #19-169 Appointment of Danielle Edwards to the Position of Director, Special Education

Mover: Debra Cordes

Second: Veronica Robles-Solis

Moved to: Approve

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

Motion Result: Passed

A.10. Introduction of Newly Appointed Oxnard School District Administrators (Vaca)

The following newly appointed Oxnard School District Administrators were introduced to the Board of Trustees:

- Rosario Almanza, Principal, Elementary
- Rosaura Castellanos, Principal, Elementary
- Tammy Smith, Principal, Elementary
- Nauman Zaidi, Principal, Elementary

A.11. Presentation of the June 2020 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Aguilera-Fort/George/CFW)

Dr. Aguilera-Fort introduced Mr. Emilio Flores with Caldwell Flores Winters (CFW), who presented the 15th Semi-Annual update to the district's Master Construct & Implementation Program. Greg Norman and Janet Kliegl were also present on behalf of CFW. No action will be taken tonight; this is information provided to the Board prior to the report's presentation for approval at the next Board meeting. It was reported that due to COVID-19, the district's 2019-20 enrollment is expected to drop for 2021; it is also expected that the state will allow the district to use 2019-20 enrollment data as the baseline for OPSC funding applications. The funding application for the Marshall construction project, in the amount of \$4.5 Million, is under review by the state and is likely to be returned to the district due to lack of current new construction eligibility. The district is still waiting on Coastal Commission approval for the Seabridge Project. The Measure D authorization was \$142.5 Million; \$95.1 Million of those bonds have been sold. Approximately \$10 Million in Measure D bonds could be sold to either begin the design of Doris Patterson or the first phase of Rose Avenue, in combination with State aid reimbursements anticipated from the Lemonwood application and other reimbursements received to date.

Section B: PUBLIC COMMENT/HEARINGS

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

- Alberto Sandoval - against site tech layoffs.
 - Jabbar Wofford - systemic racism; remote learning; social distancing; against site tech layoffs.
 - Efrain Cazares (3 minutes donated) - against site tech layoffs..
 - Patricia Einstein - Brekke vandalism: use Bond funds to replace flooring in non-vandalized rooms as well; against site tech layoffs.
 - Chris Ledbetter - against site tech layoffs.
 - Jennie Peraza - against site tech layoffs.
 - Kimberly Sharp - need clarification on Resolution #20-04 re: salaries.
 - Alma Mendez - against site tech layoffs.
- Sandra Kelble - replace carpet in all classrooms at Brekke.

- Luz Chavez - against site tech layoffs.
- Marisol Hernandez - against site tech layoffs.
- Kenneth Velasco - against site tech layoffs.
- Paloma Herrera - against site tech layoffs.
- Eva Medina - against site tech layoffs.
- Ofelia Anguiano - against site tech layoffs.
- Maria Skinner - against site tech layoffs; replace all floors at Brekke; reconsider teacher RIF's.
- Leonor Bennett - against site tech layoffs.
- Catalina Perez - against site tech layoffs.
- Georgina Basaldua - against site tech layoffs.
- Yesenia Arias -against site tech layoffs.

Section C: CONSENT AGENDA

The Consent Agenda was approved as amended.

Motion #19-170 Approval of Consent Agenda as Amended

Mover: Veronica Robles-Solis

Seconder: Debra Cordes

Moved To: Approve as Amended

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

Motion Result: Passed

C.1. Personnel Actions (Vaca/Bond/Nair-Villano)

As presented.

C.2. Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)

As presented.

C.3. Approval of 2020-21 Education Protection Account (EPA) Spending Plan (George/Crandall Plasencia)

As presented.

C.4. Designation of Representative and Alternate to the Ventura County Schools Self-Funding Authority's Board of Directors (George)

Pulled from the agenda due to changes in staff; to be placed on a future meeting agenda.

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

As presented.

C.6. Certification of Signatures (George)

As presented.

- C.7. Selection of Vendors for Child Nutrition Program (George/Lugotoff)**
As presented.
- C.8. Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services throughout Fiscal Year 2020/2021 (George/Franz)**
As presented.
- C.9. Purchase Order/Draft Payment Report #19-09 (George/Franz)**
As presented.
- C.10. Resolution #20-01 to Authorize Appropriation Transfers for 2019-2020 (George/Crandall Plasencia)**
As presented.
- C.11. Resolution #20-02 for Authorization to Make Temporary Loans Between District Funds for 2020-2021 (George/Crandall Plasencia)**
As presented.
- C.12. Resolution #20-03: Authorization for Expenditure Transfers for 2020-2021 (George/Crandall Plasencia)**
As presented.
- C.13. Resolution #20-04: Authority for the Board of Trustees to Improve Salaries and Benefits for Certain Categories of Employees after July 1, 2020 (George/Crandall Plasencia)**
(Moved to Action Item D. 8)

Section C: APPROVAL OF AGREEMENTS

- C.14. Approval of Agreement #20-10 with Ventura County Office of Education (VCOE) for Use of Facilities at Ritche School (George)**
For the use of one classroom and one co-ed ADA-compliant restroom for the Special Education Program, in the amount of \$8,444.25 to be paid to OSD for 2020-21 FY.
- C.15. Approval of Agreement #20-16 with VCOE - Agreement for Supplying Breakfast and Lunch Meals to VCOE Special Education Students at Ritche School (George/Lugotoff)**
For supplying breakfast and lunch meals for the VCOE Special Education program at Ritche School for the 2020-21 fiscal year. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.
- C.16. Approval of Agreement #20-17: Agreement for Supplying Breakfast and Lunch Meals to James Foster School (George/Lugotoff)**
For supplying breakfast and lunch meals for the VCOE Special Education program at Foster

School for the 2020-21 fiscal year. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

C.17. Approval of Agreement #20-18: Agreement for Supplying Breakfast and Lunch Meals to Dwire School (George/Lugotoff)

For supplying breakfast and lunch meals for the VCOE Special Education program at Dwire School for the 2020-21 fiscal year. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

C.18. Approval of Agreement #20-19 with Community Action Partnership of San Luis Obispo (CAPSLO) for Supplying Snacks to CAPSLO Preschool Students at Harrington School (George/Lugotoff)

For supplying breakfast, lunch and snacks to the CAPSLO preschool program at Harrington School for the 2020-21 school year. CAPSLO will reimburse the District for the cost of the meals and snacks provided.

C.19. Approval of Agreement #20-20 with Child Development Resources of Ventura County, Inc. (CDR) for Supplying Breakfast and Lunch Meals to Head Start Preschool Students at Sierra Linda and Harrington Schools (George/Lugotoff)

For supplying breakfast and lunch meals to the CDR Head Start programs at Sierra Linda and Harrington Schools during the 2020-21 school year. The revenue generated by the reimbursement from the Community Eligibility Provision covers the cost of operating.

C.20. Approval of Agreement #20-21 - Vernier Construction Services (George/Miller)

For DSA Project Inspector Services for the Marina West Modernization DSA Closeout, in the amount not to exceed \$28,000.00, to be paid out of Deferred Maintenance funds.

C.21. Approval of Agreement/MOU #20-22, Californians Dedicated to Education Foundation – District Innovation and Leadership for Early Education (CDEF-DIAL EE) (DeGenna/Valdes)

For \$1,000.00 to be paid to Oxnard School District by Californians Dedicated to Education Foundation – District Innovation and Leadership for Early Education. Term of the Agreement: June 25, 2020 to December 31, 2020.

C.22. Approval of Agreement/MOU #20-23 – Tutorific, LLC (DeGenna)

For additional instruction to students selected or assigned by the Special Education Services Department for tutoring outside of the normal school day, July 1, 2020 through June 30, 2021, in the amount of \$50,000.00 (billed at \$85.00 per hour), to be paid out of Special Education Funds.

C.23. Approval of Agreement #20-24 – Haynes Education Center & S.T.A.R. Academy (DeGenna)

For support services to the Special Education Services Department during the 2020-2021 school

year in the areas of Academic Tutoring or Transition Services, In-Home & Hospital Services, Individual Educational Counseling & Guidance, Individual Language & Speech Therapy, Individual Occupational Therapy, School or Home Based Behavior Intervention, Orientation and Mobility Instruction for Visual Impairment or Deaf/Hard of Hearing, Academic Achievement Test or Transition Assessment, and Staff Placement of Special Education Teachers, during the 2020-2021 school year, in the amount not to exceed \$154,000.00, to be paid out of Special Education Funds.

C.24. Approval of Agreement #20-25 – City Impact Inc. (DeGenna)

For Individual Student and/or Group Therapy Services, and Social/Emotional Testing and Assessment to include report, for the Special Education Services Department during the period of July 1, 2020 through June 30, 2022, in the amount of \$814,000.00 for a 2-year period, to be paid out of Special Education Funds.

C.25. Approval of Agreement #20-27, Ellevation Education (DeGenna/Batista)

For online professional development to teachers in the Oxnard School District, August 1, 2020 through July 31, 2021, in the amount not to exceed \$5,000.00 to be paid out of Title 1 Funds.

C.26. Approval of Agreement/MOU #20-28, Ventura Unified School District (DeGenna)

For the Ventura County Indian Education Consortium for the 2020-21 school year, in the amount of \$4,310.69 (matching funds), to be paid out of Title I.

C.27. Request for Approval of Renewal Agreement #20-29 with Zixta Enterprises, Inc., DBA Vallarta Supermarkets (George)

For Vallarta's use of the ESC front parking lot for the period of July 1, 2020 through June 30, 2021, a yearly fee of \$25,332.75 to be paid to Oxnard School District.

C.28. Award of Informal Bid #19-INF-05 and Approval of Agreement #20-30 for Wall Anchor Project – Marina West (George/Miller)

With Urbane Builders Inc., in the amount of \$109,000.00, to be paid out of Deferred Maintenance Funds.

C.29. Approval of Agreement #20-31 - American Language Services (DeGenna/Batista)

For Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco, for parent conferences and meetings during the period of July 1, 2020 through June 30, 2021, in the amount of \$14,000.00, to be paid out of Title 1.

C.30. Approval of Agreement #20-32 - All Languages Interpreting & Translating Inc. (Aguilera-Fort)

For simultaneous translation (English/Spanish) at Board Meetings scheduled during the period of July 1, 2020 through June 30, 2021, in the amount not to exceed \$12,000.00, to be paid with General Funds.

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

- C.31. Approval of Field Contract #FC-P21-00003 - Fence Factory (George/Miller)**
For Transportation Yard Fence Project, in the amount of \$14,987.00, to be paid out of Deferred Maintenance Funds.
- C.32. Approval of Contractor Contingency Allocation No. 011 to the McKinna Elementary School Reconstruction Project for an increase of cost for the Work associated with the Project (George/Miller/CFW)**
With Bernards, for a COST to the Contractor Contingency line item of CSA #17-41 in the amount of \$38,216.00, at no increase the Project's overall budget. After Board approval of CCA No. 012, the remaining balance of Contractor Contingency will be \$128,851.26.
- C.33. Approval of Contractor Contingency Allocation No. 012 to the McKinna Elementary School Reconstruction Project for an increase of cost for the Work associated with the Project (George/Miller/CFW)**
With Bernards, for a COST to the Contractor Contingency line item of CSA #17-41 in the amount of \$38,216.00, at no increase the Project's overall budget. After Board approval of CCA No. 012, the remaining balance of Contractor Contingency will be \$128,851.26.
- C.34. Approval of Contractor Contingency Allocation No. 013 to the McKinna Elementary School Reconstruction Project for an increase of cost for the Work associated with the Project (George/Miller/CFW)**
With Bernards, a COST to the Contractor Contingency line item of CSA #17-41 in the amount of \$82,867.00, at no increase the Project's overall budget. After Board approval of CCA No. 013, the remaining balance of the Contractor Contingency Allocation will be \$45,984.26.

Section C: RATIFICATION OF AGREEMENTS

- C.35. Ratification of Amendment #2 to Agreement #19-205 with Casa Pacifica, Non-Public School, NPS (DeGenna)**
For Speech and Language Services, as well as intensive individual services, for student JCM032007 for the 2019-2020 school year, including Extended School year, in the amount not to exceed \$3,188.76, to be paid out of Special Education Funds.
- C.36. Ratification of Agreement #19-210, Ventura County Office of Education (DeGenna)**
For Special Circumstances Paraeducator services for student SC102507 during the 2019-2020 school year, in the amount not to exceed \$41,334.15, to be paid out of Special Education Funds.
- C.37. Ratification of Agreement #19-211 - Fillmore Unified School District for Oxnard School District to provide DHH Services (DeGenna)**
For Oxnard School District to provide DHH Services to Fillmore Unified School District student #HZ071413 for the 2019-2020 school year, including Extended School Year (ESY), Oxnard School District to receive reimbursement in the amount of \$12,922.03.

C.38. Ratification of Agreement #19-212 - Devereaux Advanced Behavioral Health (DeGenna)

For Non Public School (NPS) services for student AE021507 for the 2019-2020 school year, including Extended School Year (ESY), beginning March 9, 2020, Oxnard School District will receive reimbursement in the amount of \$55,405.22.

C.39. Ratification of Work Authorization Letter #14 to NV5 West Inc., for DSA Materials Testing and Special Inspection Services (LOR) for the McKinna Elementary School Reconstruction (George/Miller/CFW)

For DSA Materials Testing and Special Inspection Services (LOR) for the McKinna Elementary School Reconstruction, in the amount of \$7,500.00, to be paid out of the Master Construct and Implementation Funds within the approved project budget paid to NV5 West Inc. under Board approved Master Agreement #13-130.

C.40. Ratification of Change Order No. 001 to Construction Services Agreement #17-41, with Bernards to adjust costs for the McKinna ES Reconstruction Project (George/Miller/CFW)

To adjust costs for the McKinna ES Reconstruction Project, in the amount of \$39,711.00, 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.41. Ratification of Change Order No. 002 to Construction Services Agreement #17-41, with Bernards to adjust costs for the McKinna ES Reconstruction Project (George/Miller/CFW)

To adjust costs for the McKinna ES Reconstruction Project, in the amount of \$88,962.00, 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. 003 to Construction Services Agreement #17-41, with Bernards for the McKinna ES Reconstruct Project (George/Miller/CFW)

For Master Agreement #17-41 with Bernards, in the amount of \$64,415.00, 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. 004 to Construction Services Agreement #17-41, with Bernards for the McKinna ES Reconstruct Project (George/Miller/CFW)

For Master Agreement #17-41 with Bernards, in the amount of \$59,967.00, 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.

Section D: ACTION ITEMS

D.1. Approval of Revised Job Description: Manager, Special Education (Vaca/Bond)

The Board approved the revised Job Description for Manager, Special Education, as presented.

Motion #19-171 Approval of Revised Job Description for Manager, Special Education

Mover: Denis O'Leary

Second: Debra Cordes

Moved To: Approve

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

Motion Result: Passed

D.2. Approval of Variable Term Waivers for Behavior Specialist Authorizations for 2020-2021 (Vaca/Bond)

Dr. Jesus Vaca, Assistant Superintendent, Human Resources & Support Services, informed that Board that the two employees in question were anticipated to complete their credential requirements within the year, and explained that these positions were difficult to fill. Following discussion, the Board approved the Variable Term Waivers for Behavior Specialist Authorizations for 2020/2021 for Heather Brown and Stephanie Novak to serve as Behavior Specialists beginning August 17, 2020, as presented.

Motion #19-172 Approval of Variable Term Service Waivers for Behavior Specialist Authorizations for 2020-2021 for Heather Brown and Stephanie Novak

Mover: Debra Cordes

Second: 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 a Variable Term Service Waivers in Speech Language Pathology for 2020-21 (Vaca/Bond)

The Board approved the Variable Term Service Waivers in Speech Language Pathology for 2020-21 for Sally Canto, Daniella Harasty, and Sharon MacDonald to serve as Speech Language Pathologists for the 2020-21 school year, beginning August 17, 2020, while said employees finish the necessary requirements to apply for a credential, as presented.

Motion # 19-173 Approval of Variable Term Service Waivers in Speech Language Pathology for 2020-21 for Sally Cantos, Daniella Harasty, and Sharon MacDonald

Mover: Veronica Robles-Solis

Second: Debra Cordes

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Debra Cordes, Denis O'Leary, Jarely Lopez, Monica Madrigal Lopez
Motion Result: Passed

D.4. Declaration of Need for Fully Qualified Educators for the 2020-21 School Year (Vaca/Bond)

Dr. Jesus Vaca, Assistant Superintendent, Human Resources & Support Services, presented the annual item for the Declaration of Need for Fully Qualified Educators for the 2020-21 School year. The Board of Trustees approved the item as presented.

Motion #19-174 Approval of Declaration of Need for Fully Qualified Educators for the 2020-21 School Year

Mover: Debra Cordes

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

D.5. Adoption of Resolution #20-05 - Black Lives Matter (Aguilera-Fort)

Superintendent Aguilera-Fort presented Resolution #20-05 in support of the Black Lives matter movement for the Board's approval. Trustee O'Leary asked that the Resolution language be amended to add "*...and currently are being oppressed*" to Paragraph 5, and added that he was very happy that the Board was adopting this Resolution. Trustee Cordes commented that this needed to be a movement, not just a Resolution. Trustee Lopez added that this could provide an avenue to implement policies so that it is natural for students to learn the history. Trustee Robles-Solis echoed the comment about ethnic studies; she would like to staff to look into it and provide information to the Board. President Madrigal Lopez closed by stating that everyone needs to work together to make something happen.

Public comments were received during the item as follows:

- Maritza Avila - supports Black Lives Matter movement; asked for ethnic studies class to be created at OSD
- Jabbar Wofford - supports Trustee O'Leary's amendment to the Resolution language. Thanked Ms. Avila for bringing awareness.

Following discussion, the Board of Trustees adopted Resolution #20-05 as amended.

Motion #19-175 Adoption of Resolution #20-05 Black Lives Matter

Mover: Denis O'Leary

Seconder: Veronica Robles-Solis

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Debra Cordes, Denis O'Leary, Jarely Lopez, Monica Madrigal Lopez
Motion Result: Passed

D.6. Approve COVID-19 Operations Written Report (DeGenna/Thomas)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, and Mrs. Anna Thomas, Director, Curriculum, Instruction & Accountability, presented the COVID-19 Operations Written Report and explained that it replaced the LCAP this year due to the pandemic. IT was asked if the district was providing anything for at-risk students during the summer. Mrs. Thomas responded that the only thing being provided was Extended School Year for Special Education students. There was no summer school for General Education students, but they were provided with iPads to keep for the summer. It was added that 3,500 hotspots were ordered for families. Information regarding the number of hotspots delivered to families will be provided in the Board Transmittal. After discussion, the Board approved the COVID-19 Operations Written Report, as presented.

Motion #19-176 Approval of COVID-19 Operations Written Report

Mover: Denis O'Leary

Secunder: Debra Cordes

Moved To: Approve

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

Motion Result: Passed

D.7. Adoption of Oxnard School District 2020-21 Budget (George/Crandall Plasencia) Mrs.

Mary Crandall Plasencia, Director of Finance, presented a PowerPoint presentation regarding the proposed 2020-21 Adopted Budget. The Board of Trustees adopted the budget as presented.

Motion #19-177 Adoption of Oxnard School District 2020-21 Budget

Mover: Veronica Robles-Solis

Secunder: Denis O'Leary

Moved To: Adopt

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

Motion Result: Passed

D.8. Resolution #20-04: Authority for the Board of Trustees to Improve Salaries and Benefits for Certain Categories of Employees after July 1, 2020 (George/Crandall Plasencia)
(Moved from Consent Item C.13)

Mr. Jabbar Wofford spoke during the consideration of the item and requested that it be removed. Mrs. Mary Crandall Plasencia, Director of Finance, explained that this resolution is

done every year as a formality. It is essentially a placeholder so that, should any salary increases be negotiated throughout the year for any bargaining group, unrepresented employees may be included in those increases. She clarified that adoption of this resolution did not mean that anyone would be receiving raises at this time.

Motion #19-178 Adoption of Resolution #20-04: Authority for the Board of Education to Improve Salaries and Benefits for Certain Categories of Employees After July 1,

2020 Mover: Debra Cordes

Secunder: Veronica Robles-Solis

Moved To: Adopt

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

Nays: 1 - Denis O'Leary

Motion Result: Passed

Section F: BOARD POLICIES

F.1. First Reading - Approval of Revisions to Board Policies and Administrative Regulations (DeGenna)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented the revisions to BP/AR 6158 Independent Study and BP 6157 Distance Learning for First Reading, and explained that said revisions were necessary in order to meet the needs of the community during the pandemic. The policies will be presented for Second Reading and Adoption at the August 5, 2020 Board meeting.

Section G: CONCLUSION

G.1. Superintendent's Announcements (3 minutes)

Dr. Aguilera-Fort:

- Overview of re-opening schools task force
- To CSEA Retirees - congratulations and thank you!
- To promoting students - congratulations!
- Reviewed data re: numbers of views for each promotion ceremony, by school
- Acknowledged June as Pride Month

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

Jarely Lopez:

- Grateful that the team is creating change; thanked the team for their hard work.

Veronica Robles-Solis:

- congratulated retirees for their commitment to the children of our district.
- Congratulated new administrators for their commitment and dedication to our students.
- Thanked Dr. Vaca for his years with the district.
- Thanked all staff for their hard work during COVID.
- Thanked Re-opening Schools Task Force for their work

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

Denis O'Leary:

- Received lots of communications from laid-off teachers.
- Happy with Black Lives Movement Resolution - needs to be a movement, not a moment.
- In 2012 the district passed a resolution titled "No Me Llamas Oxaquita"; we need to remember that resolution as well.

Debra Cordes:

- Thanked everyone who presented tonight and all staff at sites.
- Congratulated and thanked retirees for their contributions.
- Joined Kiwanis at Chavez school to provide food for farmworkers.

Monica Madrigal Lopez:

- Thanked retirees for their continuous commitment to the district.
- Thanked staff as a whole for all the work this school year and in preparing for the coming school year. Saw Chavez school drive-by parade in the neighborhood; thanked staff for giving that to our students. Thanked Dr. Vaca for his commitment to the district.
- Watched promotion ceremonies- thanked everyone for their commitment to the district and for giving this to the students even though it was not a traditional ceremony.

This being is last meeting as Assistant Superintendent, Human Resources & Support Services for Oxnard School District, Dr. Jesus Vaca thanked the Board for taking a chance on him. He also thanked the parents he worked with and everyone else that provided him with support. He wished much success to all students in OSD.

G.3. ADJOURNMENT

President Madrigal Lopez adjourned the meeting at 11:05 p.m.

Motion to Adjourn

Mover: Debra Cordes

Secunder: 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: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and

Secretary to the Board of Trustees

By our signature below, given on this 20th day of October, 2021, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of June 24, 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

Vacant

Assistant Superintendent,
Business & Fiscal Services

Vacant

Assistant Superintendent,
Human Resources & Support Services

Dr. Anabolena DeGenna

Assistant Superintendent,
Educational Services

MINUTES

SPECIAL BOARD MEETING

Tuesday, July 14, 2020

4:00 p.m.

Closed Session to Follow

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 (4:00 PM)

President Madrigal Lopez called the meeting to order at 4:03 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, 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: Veronica Robles-Solis

Seconder: Debra Cordes

Moved To: Approve

Ayes: 5 - Debra Cordes, Denis O’Leary, Jarely Lopez, Monica Madrigal Lopez and 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 4:08 p.m. to consider the following items:

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

- Public Employee Evaluation

• Superintendent

- Public Employee Appointment/Recommendation:

• Interim Assistant Superintendent, Business & Fiscal Services

• Interim Assistant Superintendent, Human Resources

A.7. Reconvene to Open Session

The Board reconvened to Open Session at 5:36 p.m.

A.8. Report Out of Closed Session

President Madrigal Lopez reported on the following actions taken in Closed Session:

Motion #20-01 Appointment of Janet Penanhoat as Interim Assistant Superintendent, Business & Fiscal Services

Mover: Debra Cordes

Seconded: Veronica Robles-Solis

Moved to: Appoint

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

Motion Result: Passed

Motion #20-02 Appointment of Edd Bond as Interim Assistant Superintendent, Human Resources

Mover: Debra Cordes

Seconded: Veronica Robles-Solis

Moved to: Appoint

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

Motion Result: Passed

Section B: PUBLIC COMMENT/HEARINGS

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

- Stacie Thurman - in support of continuing with distance learning.
- Scott McPherson - in support of continuing with distance learning.
- Gabriel Teran - in support of continuing with distance learning.
- Jabbar Wofford - in support of continuing with distance learning.
- Pearl Ruiz - in support of continuing with distance learning.
- Shelly Penner - in support of continuing with distance learning.
- Julie Moreno - in support of continuing with distance learning.
- Luz Chavez - in support of continuing with distance learning.
- Jennifer Braun - in support of continuing with distance learning.
- Julia Evins - in support of continuing with distance learning.
- Anjanette Carrillo - continue to plan for the hybrid when it is safe, but shift focus to PD for online learning.

- Irma DeCandia - in support of continuing with distance learning.
- Jenne Estes - in support of continuing with distance learning.
- Mayra Sahagun - in support of continuing with distance learning.
- Amanda Rodriguez - in support of continuing with distance learning.

Section D: ACTION ITEMS

D.1. Adoption of Instructional Model for Opening of School Year 2020-2021 (Aguilera-Fort/DeGenna)

Dr. Aguilera-Fort, Superintendent, opened the discussion regarding the model for re-opening of schools focused on instruction and safety. Two models are being prepared - hybrid model and 100% distance learning. Whichever model is implemented will have accountability and support, and he explained that the decision may change if needed. Dr. Ana DeGenna, Assistant Superintendent, Educational Services, continued the presentation with the background on the process that took place via the Re-Opening Schools Task Force with approximately 80 stakeholders. For TK-5, looking at a Hybrid model "AA-BB model". Cohort A students would attend school in the mornings on Mondays and Tuesdays. Required instructional minutes would be observed. In the afternoon teachers would connect with Cohort B students. Wednesdays would be 100% distance learning in order to allow staff time to work together on providing services, IEP's, SST's, and also for deep cleaning to happen before Cohort B students come to school on Thursdays and Fridays. On those days, teachers would connect with Cohort A students in the afternoon. For middle schools this would be a split-period model. Distance learning would need to include access to technology and devices; content must be aligned to grade level standards and at quality equivalent to in-person. Distance learning has been divided into three different spaces: synchronous, asynchronous, and independent. Social-emotional support will be provided for both students and staff. Masks, gloves, plexiglass, hand sanitizer, hand washing stations, thermometers, and disinfecting wipes have been purchased in preparation for students and staff returning to schools. Updates will continue to be posted on district webpage under "News" tab.

It was asked what type of student screening would be provided under these plans. Dr. DeGenna responded that it would be screening for symptoms, with the help of the 5 district nurses. The Superintendent is working with Public Health to explore what additional resources are available to have in place before the start of school. It was asked if schools would be closed down if any of the symptoms develop. Dr. Aguilera-Fort explained that the Public Health department would make those determinations, and that those instances would be communicated to parents. He added that the Board's vote today would authorize the administration to proceed with the planning process. All factors discussed by public speakers will be considered and a decision will be communicated by Monday, July 20th at the latest. It was asked that if a staff member decided not to report to a physical classroom, or on the computer, that would be placed in the employee's file or retaliated against. Dr. Aguilera-Fort explained the expectation that everyone

perform their job for the benefit of students, unless incapacitated and unable to do so. There will no be retaliation, but there will be follow-up through HR to investigate conditions preventing employees from performing their job duties. There was a suggestion from the Board to start with the distance learning model as a baseline, then progress to the cohort model and eventually back to full in-person learning, once it is safe. It was asked which items were non-negotiable. Dr. Aguilera-Fort explained that they were: 1) meeting the mandated instructional minutes; 2) providing instruction (teaching); and 3) having interactive learning between teachers and students. Dr. DeGenna reported that it would most likely be October by the time all teacher and administrator trainings on the Canvas Learning Management System were completed, and parent/student trainings after that. It was requested that the information regarding that timeline be provided to the Board via the transmittal. Dr. Aguilera-Fort stated that Hueneme, Pleasant Valley, Ocean View and OSD are going with the two options presented today. He added that planning for the models will continue, but if the governor decides no one can attend school in situ, that decision will prevail. If the governor decides it is up to the districts, districts will collaborate with the department of health to determine the best and safest option. An emergency Board meeting could be called for this if needed. The Superintendent stated that parents would be notified that transportation would not be provided. Dr. DeGenna explained that instructional minutes requirements have been reduced during the pandemic. She added that if students return to school, there will still be an afterschool program under the ASES grant. Concern was expressed regarding reports of students being given assignments but not ever meeting with teachers. Following discussion, the Board authorized the administration to proceed with the planning process for both the hybrid and 100% distance learning models and to communicate a decision by July 20, 2021.

Motion #20-03 Adoption of Instructional Model for Opening of School Year 2020-21

Mover: Debra Cordes

Secunder: Denis O'Leary

Moved To: Adopt

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

Motion Result: Passed

Section F: BOARD POLICIES

F.1. Approve 2nd Reading - BP 6157 Distance Learning and BP/AR 6158 Independent Study (DeGenna)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, presented revisions to BP 6157 and BP/AR 6158 for Second Reading and explained that the revisions were necessary in order to meet the needs of the community during COVID-19.

Motion #20-04 Approve Revisions to BP 6157 Distance Learning and BP/AR 6158 Independent Study (DeGenna)

Mover: Debra Cordes

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 G: CONCLUSION

G.1. Superintendent's Announcements (3 minutes)

Dr. Aguilera-Fort:

- Thank you to the Board for their leadership.
- Thank you to everyone that participated in the Re-Opening Schools Task Force, including Dr. DeGenna, teachers, Facilites team, financial team, and safety & Risk team.

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

Jarely Lopez:

- Thank you to everyone for being patient and working with the Board on the re-opening process.

Denis O'Leary:

- Want to protect the health of every person that enters our schools. Hopes that we are prudent - we need to protect our community. Need to be transparent and clear in reaching the community about the events that happen.

Debra Cordes:

- Thanked everyone who has been working behind the scenes since March in order to get this plan in place.
- Extended condolences to Ruvalcaba family on their loss.
- Thanked everyone for their condolences in the loss of her father; would like to adjourn tonight's meeting in his honor.

Monica Madrigal Lopez:

- Thanked everyone for their efforts during the past 4 months.
- Encouraged everyone to stay safe during these trying times.

Veronica Robles-Solis:

unable to connect due to technical difficulties

G.3. ADJOURNMENT

President Madrigal Lopez adjourned the meeting at 7:51 p.m.

Motion: Motion to adjourn.

Mover: Debra Cordes

Secunder: Jarely Lopez

Moved To: Adjourn

Ayes: 4 - Debra Cordes, Denis O'Leary, Jarely Lopez, Monica Madrigal Lopez

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 20th day of October, 2021, the Board of Trustees of the Oxnard School District approves the Minutes of the Special Board Meeting of July 14, 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