

# 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, August 25, 2021

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

### REGULAR (HYBRID) MEETING - ONLINE FOR THE PUBLIC DUE TO COVID-19 - VIA ZOOM

To watch and provide public comment, join from a PC, Mac, iPad, iPhone, or Android device:

Please click this URL to join. <https://zoom.oxnardsd.org>

#### Or join by phone:

Dial (for higher quality, dial a number based on your current location)

US: +1 669 900 6833

Webinar ID: 896 6257 2259

**\*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.

Watch the meeting live: [osdtv.oxnardsd.org](http://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**

August 25, 2021

**Section A: PRELIMINARY**

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

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

ROLL CALL VOTE:

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

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

Dr. Andres Duran, Principal, Ramona School, will introduce Nicholas Cervantes, 3rd grade student in Mr. Torres's class, and Genesis Lopez Valle, 3rd grade student in Mrs. Valencia Romero's class, who will lead the audience in the Pledge of Allegiance.

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

The District's Mission and Vision Statement will be read in English by Yuridia Ortega, 2nd grade student in Mrs. Balderas's class at Ramona School, and in Spanish by Ximena Jimenez, 3rd grade student in Mrs. Gomez's class at Ramona School.

**A.4. Presentation by Ramona School**

Dr. Andres Duran, Principal, Ramona School, will provide a short presentation to the Board regarding Ramona. 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 - Guidance on Use of Cafeteria for Lunch & Other Aspects Related to Preventive Measures (Aguilera-Fort/Magana)**

The Board will receive a presentation on the guidance on the use of cafeteria for lunch and other aspects related to preventive measures.

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

Instructions on How to Comment on ZOOM Via Web or Phone are Available at:

<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar. Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so. 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**

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

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

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

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

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

Introduction of Newly Appointed Oxnard School District Administrator:

- Diana Perez, Principal

**A.12. 45-Day Update - 2021-2022 Adopted Budget (Quinto/Crandall Plasencia)**

The Assistant Superintendent, Business and Fiscal Services and the Director of Finance will provide a presentation on the 45-Day Update to the 2021-2022 Adopted Budget.

**Section B: PUBLIC COMMENT/HEARINGS**

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

Instructions on how to comment on Zoom via web or phone are available at:

<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

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.

Las instrucciones para comentar en Zoom vía video conferencia o por teléfono están disponibles en:

<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.

<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

Los miembros del público podrán dirigirse a la Mesa Directiva sobre cualquier asunto que

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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.

### **Section C: CONSENT AGENDA**

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

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

#### **C.1. Personnel Actions (Torres/Batista/Nair)**

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

#### **C.2. Establish/Abolish/Increase/Reduce Hours of Positions (Torres/Nair)**

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

#### **C.3. Approval of New Classification and Job Duties for Bus Driver/Mechanic Assistant (Torres/Nair)**

It is the recommendation of the Personnel Commission and Director, Classified Human Resources, that the Board of Trustees approve the new classification and job duties of Bus Driver/Mechanic Assistant, at a monthly salary range of \$3,596.00 – \$4,374.00, to be paid out of the General Fund, as presented.

#### **C.4. Approval of New Classification and Job Duties for Human Resources Manager (Torres/Nair)**

It is the recommendation of the Personnel Commission and Director, Classified Human Resources, that the Board of Trustees approve the new classification and job duties of Human Resources Manager, at an annual salary range of \$88,775.00 - \$105,470.00, to be paid out of ESSER funds, as presented.

### **Section C: APPROVAL OF AGREEMENTS**

It is recommended that the Board approve the following agreements:

#### **C.5. Approval of Agreement #21-58 – Read.Write.Think. (DeGenna/Fox)**

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

It is the recommendation of the Director, Dual Language Programs, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #21-58 with Read.Write.Think., to provide In-Person/Virtual professional development for the teaching of writing, September 1, 2021 through June 30, 2022, in the amount not to exceed \$141,500.00, to be paid out of Expanded Learning Opportunity Funds.

**C.6. Approval of Agreement #21-92 – Inclusive Education & Community Partnership (DeGenna/Jefferson)**

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-92 with Inclusive Education & Community Partnership, to provide behavior support services and 1 to 1 behavioral therapist services to the Special Education Services Department, August 26, 2021 through June 30, 2022, in the amount not to exceed \$20,000.00, to be paid out of Special Education Funds.

**C.7. Approval of Agreement/MOU #21-98 – Big Brothers Big Sisters of Ventura County (DeGenna/Nocero)**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-98 with Big Brothers Big Sisters of Ventura County, to provide mentoring opportunities to promote school and life success and improvement of literacy rates, and improved S.T.E.A.M. and Social Emotional Learning for up to 75 at-risk students, August 26, 2021 – June 30, 2022, at no cost to Oxnard School District.

**C.8. Ratification of Agreement/MOU #21-101 – BOOST Collaborative (DeGenna/Shea)**

It is the recommendation of the Director, Enrichment and Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-101 with BOOST Collaborative, to provide virtual and in-person training in the topics of leadership, professionalism, classroom management, and student engagement strategies for the After School Program staff, August 26, 2021 through June 30, 2022, in the amount not to exceed \$17,000.00, to be paid out of ASES funds.

**C.9. Approval of Agreement/MOU #21-102 – New Dawn Counseling & Consulting Inc. (DeGenna/Nocero)**

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-102 with New Dawn Counseling & Consulting Inc., to provide licensed Marriage, Family Therapist Interns, (MFT) to work in conjunction with school administrators and Outreach Specialists to provide mental health services, as requested by the parent/guardian, to students in the Oxnard School District, August 26, 2021 – June 30, 2022, at no cost to Oxnard School District.

**C.10. Approval of Agreement #21-105 – Educational Management Solutions (Torres/Nair)**

It is the recommendation of the Director, Classified Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #21-105 with Educational Management Solutions, to perform a Job Classification and Compensation Study and an external market survey of current salaries, September 1, 2021 through June 30, 2022, in the amount not to exceed \$79,995.00 (*including travel and related expenses*), to be paid out of ESSER II Funds.

**Section C: RATIFICATION OF AGREEMENTS**

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

It is recommended that the Board ratify the following agreements:

**C.11. Ratification of Amendment #1 to Agreement #20-126 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-126 with VCOE, to adjust the previous estimated cost for providing exceptional services to student #RR103108 during the 2020-2021 school year, in the amount of \$537.72, to be paid out of Special Education Funds.

**C.12. Ratification of Amendment #2 to Agreement #20-133 with Dr. Michael McQuillan, OD (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #20-133 with Dr. Michael McQuillan, OD, to adjust the final total cost for providing Independent Evaluator Services to the Special Education Services Department through the end of the 2020-2021 fiscal year, in the amount of \$12,088.00, to be paid out of Special Education Funds.

**C.13. Ratification of Agreement #20-183 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-183 with VCOE, to provide exceptional services to special education student #DG052310 that consist of support from Special Circumstances Paraeducators (SCPs) during the 2020-2021 fiscal year, including Extended School Year, in the amount of \$739.37, to be paid out of Special Education Funds.

**C.14. Ratification of Agreement #20-184 – Art Trek Inc. (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-184 with Art Trek Inc., to work with the Special Education Department to provide Art Trek Site Instructors for Grades K-8th for four weeks during Extended School Year, June 21, 2021 through July 30, 2021, in the amount not to exceed \$38,010.00, to be paid out of Special Education Funds.

**C.15. Ratification of Agreement #21-91 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-91 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's) for students #JV030409, #IR033009, #MA102113, #SC102507, #EA061212, #DG052310 and #JS040110 during the 2021-2022 school year, including Extended School Year, in the amount of \$150,292.09, to be paid out of Special Education Funds.

**C.16. Ratification of Agreement #21-93 – Sunbelt Staffing LLC (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 #21-93 with Sunbelt Staffing LLC, to provide supplemental staffing to the Oxnard School District on an “as needed” basis, July 1, 2021 through July 31, 2022, in the amount not to exceed \$300,000.00, to be paid out of Special Education Funds.

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**C.17. Ratification of Agreement/MOU #21-94 – Catalyst Family Inc. – Harrington ECDC (DeGenna/Valdes)**

It is the recommendation of the Director of Early Childhood Education Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #21-94 with Catalyst Family Inc., to establish the terms for the use of preschool classrooms between the Oxnard School District and Catalyst Family Inc. (formerly Continuing Development Inc.) to operate a Preschool Program at the Harrington Early Childhood Development Center, July 1, 2021 through June 30, 2022, in the amount of \$40,752.00 paid to Oxnard School District by Catalyst Family Inc.

**C.18. Ratification of Agreement/MOU #21-95 – Tutorific (DeGenna/Prater)**

It is the recommendation of the Manager of Mathematics and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #21-95 with Tutorific, to provide OSD selected consultants to conduct educational workshops for Oxnard School District staff during the period of August 5, 2021 through October 31, 2021, in the amount not to exceed \$35,000.00, to be paid from Title II Funds.

**C.19 Ratification of Agreement/MOU #21-96 – Ventura County Office of Education (DeGenna/Prater)**

It is the recommendation of the Manager of Mathematics, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #21-96 with the Ventura County Office of Education, to provide a Mathematics Coordinator to work with the Oxnard School District Manager of Mathematics to provide collaboration, planning and presentation support for district PreK-8 Math teachers and administrators, July 1, 2021 through June 30, 2022, in the amount not to exceed \$22,000.00, to be paid out of Title II Funds.

**C.20. Ratification of Agreement/MOU #21-97 – Center for District Innovation and Leadership for Early Education (DIAL EE) (DeGenna/Valdes)**

It is the recommendation of the Director, Early Childhood Education Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #21-97 with Center for District Innovation and Leadership for Early Education (DIAL EE), to establish the terms for a collaboration in the development of an early education strategy to assist the Oxnard School District to further the alignment of early education with school-aged systems, July 1, 2021 through April 15, 2022, in the amount of \$5,000.00 to be paid to Oxnard School District.

**C.21. Ratification of Agreement #21-99 – Foundation for California Community Colleges (DeGenna/Shea)**

It is recommended by the Director, Enrichment & Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-99 with The Foundation for California Community Colleges, to provide professional development for the afterschool program staff to update each school's program goals and objectives toward these goals, August 1, 2021– June 30, 2022, in the amount of \$22,500.00, to be paid out of ASES Funds.

**C.22. Ratification of Agreement/MOU #21-100 – kid-grit, LLC (DeGenna/Shea)**

It is the recommendation of the Director, Enrichment and Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #21-100 with kid-grit, LLC., to provide training to the After School program staff at all schools this

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year. The goal of this training is to train staff in the development of social and emotional skills for children, August 13, 2021 through June 30, 2022, in the amount not to exceed \$20,000.00, to be paid out of ASES Grant Funds.

**C.23. Ratification of Agreement #21-103 – Alternative Behavior Strategies, LLC (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 #21-103 with Alternative Behavior Strategies, LLC., to provide consultant services to the Special Education Services Department that include applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for students as requested or assigned, August 1, 2021 through June 30, 2022, in the amount not to exceed \$500,000.00, to be paid out of Special Education Funds.

**C.24. Ratification of Agreement #21-104 – California Physical Education-Health Project @ CSU Channel Islands (DeGenna/Prater)**

It is the recommendation of the Manager of Mathematics, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #21-104 with California Physical Education-Health Project @ CSU Channel Islands, to provide Professional Learning for the 6-8th Middle School Physical Education Teachers that includes information on CA PE Standard 5, SEL and PE, and IEP's for PE. Services provided from August 18, 2021 through June 30, 2022, in the amount not to exceed \$10,000.00, to be paid out of Title IV Funds.

**Section D: ACTION ITEMS**

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

**D.1. Approval of Revised 2020-21 Compensation for Management and Confidential Employees (Torres)**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2020-2021 compensation revisions, as presented, in the amount of \$396,000 to be paid out of the General Fund.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.2. Approval of the Variable Term Waiver in Spanish for the 2021-2022 School Year for Natali Samame (Torres/Batista)**

It is the recommendation of the Assistant Superintendent of Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve the Variable Term Waiver in Spanish for Natali Samame, as presented.

Board Discussion:

Moved:

Seconded:

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

Vote:

ROLL CALL VOTE:

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

**D.3. Consideration of Approval of Second Amendment to Employment Agreement Between Oxnard School District and Dr. Anabolena DeGenna, Assistant Superintendent, Educational Services/Chief Academic Officer (Aguilera-Fort)**

It is the recommendation of the Superintendent that the Board of Trustees approve the Second Amendment to the Employment Agreement Between the Oxnard School District and Dr. Anabolena DeGenna, Assistant Superintendent, Educational Services/Chief Academic Officer, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**D.4. Consideration of Approval of First Amendment to Employment Agreement Between Oxnard School District and Dr. Victor Torres, Assistant Superintendent, Human Resources (Aguilera-Fort)**

It is the recommendation of the Superintendent that the Board of Trustees approve the First Amendment to the Employment Agreement Between the Oxnard School District and Dr. Victor Torres, Assistant Superintendent, Human Resources, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**Section F: BOARD POLICIES**

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

**F.1. Second Reading & Adoption- Revision to BP 3511.1 Integrated Waste Management (Quinto/Lugotoff)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director, Child Nutrition, that the Board of Trustees adopt BP 3511.1 as presented for Second Reading.

Board Discussion:

Moved:

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

Seconded:

Vote:

ROLL CALL VOTE:

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

**F.2. Second Reading & Adoption - Revisions to BP and AR 3530 - Risk Management/Insurance (Torres/Magaña)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees approve and adopt the revisions to BP and AR 3530 - Risk Management/Insurance, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**F.3. Second Reading & Adoption - Revisions to AR 4112.4, 4212.4, 4312.4 - Health Examinations: Tuberculosis Tests (Torres)**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve and adopt the revisions to AR 4112.4, 4212.4, 4312.4 - Health Examinations: Tuberculosis Tests, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

**F.4. Second Reading & Adoption - Revisions to BP and AR 4157, 4257, 4357 - Employee Safety (Torres/Magaña)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees approve and adopt the revisions to BP and AR 4157, 4257, 4357 - Employee Safety, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

**F.5. Second Reading & Adoption - New AR 4157.1, 4257.1, 4357.1 - Work Related Injuries (Torres/Magaña)**

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees approve and adopt the new AR 4157.1, 4257.1, 4357.1: Work Related Injuries, as presented.

Board Discussion:  
Moved:  
Seconded:  
Vote:

ROLL CALL VOTE:

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

**Section G: CONCLUSION**

**G.1. Superintendent’s Report (3 minutes)**

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

**G.2. Trustees’ Announcements (3 minutes each speaker)**

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

**G.3. ADJOURNMENT**

Moved:  
Seconded:  
Vote:

Time Adjourned \_\_\_\_\_

ROLL CALL VOTE:

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

Karling Aguilera-Fort, Ed. D.  
District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, August 20, 2021.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

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

### **Study Session - Guidance on Use of Cafeteria for Lunch & Other Aspects Related to Preventive Measures (Aguilera-Fort/Magana)**

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The Superintendent and the Risk Manager will provide a presentation on the guidance on the use of cafeteria for lunch and other aspects related to preventive measures.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

Information only.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

**Agenda Section:** Section A: Preliminary

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

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Introduction of Newly Appointed Oxnard School District Administrator:

- Diana Perez, Principal

#### **FISCAL IMPACT:**

Informational only.

#### **RECOMMENDATION:**

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

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

**Agenda Section:** Section A: Presentation

### **45-Day Update - 2021-22 Adopted Budget (Quinto/Crandall Plasencia)**

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In accordance with Education Code 42127 (i)(4), which provides that “*not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to its budget to reflect the funding made available by the Budget Act*”, the Board will receive the 45-Day Update - 2021-22 Adopted Budget for review. The 45-Day Update has been posted for public review on the District web page.

#### **FISCAL IMPACT:**

Net ongoing general fund revenue (estimated) \$16.8 million.

#### **RECOMMENDATION:**

None - Information only.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Oxnard School District 45-Day Update - 2021-22 Adopted Budget \(1 page\)](#)  
[Presentation - 45-Day Update - 2021-22 Adopted Budget \(7 pages\)](#)

**Oxnard School District  
45-Day Update  
2021-22 Adopted Budget**

General Fund - Unrestricted and Restricted Description	Original Budget (A)	45-Day Budget Update (B)	Difference (B - A) (C)	% Diff (C / A) (D)
<b>REVENUES</b>				
LCFF Revenues	178,055,309	185,040,309	6,985,000	3.92%
Federal Revenues	44,789,039	44,789,039	0	0.00%
State Revenues	9,995,552	28,863,241	18,867,689	188.76%
Local Revenues	11,145,050	12,227,933	1,082,883	9.72%
<b>TOTAL REVENUES</b>	<b>243,984,950</b>	<b>270,920,522</b>	<b>26,935,572</b>	<b>11.04%</b>
<b>EXPENDITURES</b>				
Certificated Salaries	87,248,791	87,748,791	500,000	0.57%
Classified Salaries	29,884,679	30,084,679	200,000	0.67%
Employees' Benefits	46,138,409	45,519,908	(618,501)	-1.34%
Books and Supplies	15,257,572	16,157,572	900,000	5.90%
Services and Operating Expenses	30,551,508	39,681,108	9,129,600	29.88%
Capital Outlay	117,010	117,010	0	0.00%
Other Outgo	1,986,997	1,986,997	0	0.00%
<b>TOTAL EXPENDITURES</b>	<b>211,184,966</b>	<b>221,296,065</b>	<b>10,111,099</b>	<b>4.79%</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>32,799,984</b>	<b>49,624,457</b>	<b>16,824,473</b>	<b>51.29%</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	0	0	0	0.00%
<b>OTHER USES AND TRANSFERS OUT</b>	0	0	0	0.00%
<b>INCREASE (DECREASE) IN FUND BALANCE</b>	<b>32,799,984</b>	<b>49,624,457</b>	<b>16,824,473</b>	<b>51.29%</b>
<b>BEGINNING BALANCE</b>	31,021,833	31,021,833	0	0.00%
<b>CURRENT YEAR ENDING BALANCE</b>	<b>63,821,817</b>	<b>80,646,290</b>	<b>16,824,473</b>	<b>26.36%</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable	120,000	120,000	0	0.00%
Restricted	34,424,847	34,424,847	0	0.00%
Committed	0	0	0	0.00%
Assigned	14,473,720	14,473,720	0	0.00%
Reserve for Economic Uncertainties	14,803,250	14,803,250	0	0.00%
Unappropriated Amounts	0	16,824,473	<b>16,824,473</b>	<b>0.00%</b>



# 45-Day Update 2021-22 Adopted Budget

*Presenters:*  
*Ruth F. Quinto, CPA*  
*Assistant Superintendent, Business and Fiscal Services*  
*Mary Crandall Plasencia, Director of Finance*

August 12, 2021

# 45-Day Budget Update Process

- EC § 42127(h) specifies that “Not later than 45 days after the Governor signs the annual Budget Act, the school district shall make available for public review any revisions in revenues and expenditures that it has made to reflect the funding made available by the Budget Act”
- Not actually required to do a 45-day budget revision, only to make the revisions publicly available if revisions are prepared
- Best practices dictate that LEAs show any material changes and the impact to the fund balance



- Expanded Learning Opportunities Program
  - Additional **\$12 million** for Oxnard SD
  - Oxnard SD will receive at least three years of funding
  - Must be used to expand learning time, to no less than nine hours total on school days
  - Requires at least 30 days of no less than 9-hour expanded learning days during school breaks
  - Requires adult to student ratios of 20:1, and 10:1 if program serves TK/K students
- Transitional Kindergarten Expansion
  - Multiyear ramp-up of Universal Transitional Kindergarten, starting in 2022/23
  - Adult to student ratio of 12:1 in 2022/23 transitioning to 10:1 by 2023/24
  - **\$173,000** Prekindergarten Planning and Implementation Grant for Oxnard SD
- LCFF Concentration Grant funding factor increased from 50% to 65% of the adjusted grade span base grant
  - Additional **\$7 million in ongoing annual funding** for Oxnard SD
  - Must be used to increase the number of credentialed and/or classified staff who provide direct services to students
  - Increase is measured by comparing prior year staff-to-pupil ratios



# Significant State Budget Changes for 2021/22

- Elimination of apportionment deferrals; all 2020-21 deferrals to be distributed in August 2021
- Special Education funding increases
  - Increased statewide base rate and COLA for SELPAs, translates to **\$1 million** for Oxnard SD
  - SpEd Early Intervention PreK Grant estimated at **\$1.7 million** for Oxnard SD
  - SpEd COVID-19 Learning Recovery Grant estimated at **\$1.1 million** for Oxnard SD
- After School Education and Safety (ASES) Program increase daily per student rate to \$10.18
  - **\$382,000** estimated additional ASES funding to Oxnard SD
- California Lottery funding rates increased for both Restricted and Unrestricted portions
  - **\$458,000** estimated additional funding to Oxnard SD



- Educator Effectiveness Block Grant
  - Estimated at **\$3 million** for Oxnard SD, may be used through 2025-26
  - Provide professional development for administrators, certificated and classified staff who work with students
  - Requirement to develop and adopt a plan outlining the planned use of funds by December 31, 2021
- Decrease in Unemployment Insurance (UI) rate from 1.23% to 0.50%
  - **\$800,000 decrease** in UI expense for Oxnard SD
- Requirement for in-person instruction and the availability of independent study program
- LCAP Update – One-time Supplement
  - Must present for Board approval by February 28, 2022
  - Must describe the use of all new funds not included in the adopted 2021-22 LCAP



# 45-Day Budget Update

General Fund - Unrestricted and Restricted	Original Budget	45-Day Budget Update	Difference	% Diff
Description	(A)	(B)	(B - A) (C)	(C / A) (D)
<b>REVENUES</b>				
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Committed	0	0	0	0.00%
Assigned	14,473,720	14,473,720	0	0.00%
Reserve for Economic Uncertainties	14,803,250	14,803,250	0	0.00%
Unappropriated Amounts	0	16,824,473	<b>16,824,473</b>	<b>0.00%</b>





# Questions





# OXNARD SCHOOL DISTRICT

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

## Oxnard School District Encourages Remote, Online Public Participation For Oxnard School District's Board Meetings

During the COVID-19 pandemic, the Oxnard School District is committed to public input and participation in school district governance in a manner that is consistent with shelter in place guidance provided by public health officials. The District highly encourages remote, online participation in order to promote the safety and health of our community.

The Oxnard School District has taken the following steps to utilize technology to facilitate public participation during our upcoming board meetings in order to comply with public health guidance during the COVID-19 pandemic:

1. **Watch the meeting live.** The Oxnard School District Board meeting will be live streamed on the District's website at [www.osdtv.oxnardsd.org](http://www.osdtv.oxnardsd.org) and will also be shown on the following cable TV channels: Charter Spectrum Cable- Channel 20 and Frontier communication – Channel 37
2. **Public comment in advance.** We encourage members of the public to submit public comment in advance of the meeting. Public comment may be emailed to **[OSD\\_BoardMeetings@oxnardsd.org](mailto:OSD_BoardMeetings@oxnardsd.org)**. In addition, please feel free to bring your written comment to the District Office between 9:00 and 12:00 p.m., you can also drop off your written comment at the District Office mail box located outside the front office, until 4:00 p.m. before the meeting. Please identify if the public comment is for a non-agenda or agendized item. If your public comment is for an agendized item, please identify clearly the agenda item number and title in your email. Any written testimony for public comment submitted via email before 11:00 am the day of the meeting will be provided to the Board members electronically or in written format. All public comments receive before the meeting will become part of the meeting archive.
3. **Public comment during the meeting.** Members of the public can join the Zoom Meeting from a computer via Zoom at [ZOOM.OXNARDSD.ORG](https://zoom.us/j/11118), mobile device, tablet or by phone. The Zoom meeting information will be provided in every board meeting agenda. You can find the meeting information on the following webpage page <https://www.oxnardsd.org/Page/11118> as long as needed during the COVID-19 pandemic.

In order to facilitate effective remote participation for all, please remember a few courtesies of conference calls if you opt to use Zoom for the purpose of providing public comment:

- Please do not put the call on hold.
- Please do not have the television/website transmission of the meeting playing while you are speaking as you provide public comment. You must minimize background noise.

We ask that you please be patient as we adjust to these changes and implement these new modalities for connection and public engagement. We are committed to making our meetings as accessible as practicable during unprecedented times, but if you need additional accommodations or support for remote participation in advance of the meeting, please contact Monica Noriega at [mnoriega@oxnardsd.org](mailto:mnoriega@oxnardsd.org) or Lydia Lugo Dominguez at [lugodominguez@oxnardsd.org](mailto:lugodominguez@oxnardsd.org) or call 805-385-1501, ext. 2032.



# OXNARD SCHOOL DISTRICT

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## El Distrito Escolar de Oxnard alienta la participación pública a distancia en línea en las reuniones de la Junta Directiva de Educación

Durante la pandemia COVID-19, el Distrito Escolar de Oxnard tiene el compromiso de acoger el aporte y la participación del público en el gobierno del distrito escolar de una manera consistente con la recomendación de las autoridades de salud pública de refugiarse en el lugar (permanecer en casa). El Distrito alienta firmemente la participación a distancia en línea, con el fin de fomentar la seguridad y salud de nuestra comunidad.

Con el fin de cumplir con las indicaciones de las autoridades de salud pública durante la pandemia COVID-19, el Distrito Escolar de Oxnard ha adoptado medidas para facilitar la participación pública en las próximas reuniones de la Junta Directiva de Educación a través de los siguientes medios tecnológicos:

1. **Vea la reunión en vivo.** La reunión de la Junta Directiva de Educación del Distrito Escolar de Oxnard será transmitida en el sitio web del Distrito en [www.osdtv.oxnardsd.org](http://www.osdtv.oxnardsd.org) y también será transmitida por los siguientes canales de televisión por cable: Charter Spectrum Cable - Canal 20 y Frontier Communication - Canal 37.
2. **Comentarios del público por adelantado.** Recomendamos a los miembros de público enviar sus comentarios con anticipación, antes de la reunión. Los comentarios del público pueden ser enviados por correo electrónico a [OSD\\_BoardMeetings@oxnardsd.org](mailto:OSD_BoardMeetings@oxnardsd.org). Además, puede traer sus comentarios a la Oficina del Distrito entre las 9:00 de la mañana y 12 del mediodía. También puede depositar su comentario en el buzón de correo que se encuentra afuera de la oficina, hasta las 4:00 de la tarde del día de la reunión. Por favor indique si el comentario público es sobre un tema que está en la agenda o no lo es. Si su comentario público es sobre un tema que está incluido en la agenda, por favor indique con claridad en su correo electrónico, el número y el título del tema. Toda declaración por escrito sobre comentarios públicos recibida vía correo electrónico antes de las 11:00 de la mañana del día en que tendrá lugar la reunión, será entregada a la Junta Directiva por vía electrónica o por escrito. Todos los comentarios del público recibidos antes de la reunión formarán parte de los archivos de la reunión.
3. **Comentarios del público durante la reunión.** Los miembros del público también pueden participar en la reunión para proporcionar sus comentarios vía videoconferencia Zoom en [ZOOM.OXNARD.ORG](https://zoom.us/j/11118), desde una computadora, dispositivo electrónico, tableta o teléfono. Puede encontrar la información de la reunión Zoom en la agenda de cada reunión. La información sobre la reunión se encuentra en la siguiente página de nuestro sitio web <https://www.oxnardsd.org/Page/11118> mientras sea necesario durante la pandemia COVID-19.

Con el fin de facilitar una participación a distancia efectiva para todos, por favor recuerde algunas de las reglas de cortesía de las conferencias telefónicas, si decide utilizar Zoom con el propósito de proporcionar su comentario público:

- Por favor no ponga la llamada en espera.
- Por favor no mantenga encendida la transmisión de la reunión en la televisión/el sitio web mientras expresa su comentario público. Debe minimizar el ruido de fondo.

Les rogamos que tengan paciencia conforme nos ajustamos a estos cambios e implementamos estas nuevas formas de conexión y participación pública. Tenemos el compromiso de hacer que estas reuniones sean accesibles en la medida de lo posible, durante esta época sin precedentes. Sin embargo si usted necesita adaptaciones o apoyo adicionales para la participación a distancia, antes de la reunión, por favor contacte a Monica Noriega en [mnoriega@oxnardsd.org](mailto:mnoriega@oxnardsd.org) o a Lydia Lugo Dominguez en [llugodominguez@oxnardsd.org](mailto:llugodominguez@oxnardsd.org) o llame al 805-385- 1501, ext. 2032.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

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

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

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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 08.25.2021 \(three pages\)](#)

**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**

Amacher, James	SPED Teacher, Mild to Moderate	2021/2022 SY
Duran, Ceylina	SPED Teacher, Mild to Moderate	2021/2022 SY
Fernandez, Guadalupe	School Psychologist	2021/2022 SY
Fleming, Maristella	Language Arts Teacher	2021/2022 SY
Gonzales, Paulina	SPED Teacher, Moderate to Severe	2021/2022 SY
Jendrusakova, Dasa	School Psychologist	2021/2022 SY
Llamas, Miriam	SPED Teacher, Moderate to Severe	2021/2022 SY
Lozano, Michael	Multiple Subject Teacher	2021/2022 SY
Madrigal, Max	Multiple Subject Teacher	2021/2022 SY
Prado, Yvette	SPED Teacher, Mild to Moderate	2021/2022 SY
Schillinger, Marc	Math Teacher	2021/2022 SY
Teunissan, Pamra	SPED Teacher, Mild to Moderate	2021/2022 SY
Bibian, Myriah	Substitute Teacher	2021/2022 SY
Hammer, Kurt	Substitute Teacher	2021/2022 SY
Lee, Maya	Substitute Teacher	2021/2022 SY
Nielsen, Heather	Substitute Teacher	2021/2022 SY
Ramirez, Virginia	Substitute Teacher	2021/2022 SY

**Change of Status**

Carrol, Larry	Principal to Master Principal	2021/2022 SY
Higa, Tyler	Principal to Master Principal	2021/2022 SY
Perez, Diana	Assistant Principal to Elementary Principal	2021/2022 SY

**Resignation**

Alstrom, Stephanie	School Counselor	June 17, 2021
Farias, Chari	School Counselor	June 17, 2021
Muth, Brenda	Psychologist	June 28, 2021
Stuart-Lougheed, Ann	Teacher, Multiple Subject	June 17, 2021

**Retirement**

Louth, Joan	Multiple Subject Teacher	June 17, 2021
Newman, Laura	SPED Teacher, Mild to Moderate	June 17, 2021

**Leave of Absence**

Pigeon, Laura	Multiple Subject Teacher	2021/2022 SY
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**New Hire**

Garcia, Vanessa	Paraeducator I, Position #7171 Driffill 3.167 hrs./183 days	08/20/2021
Harris, Laura L.	Health Care Technician, Position #10401 Pupil Services 7.0 hrs./183 days	08/20/2021
Ham, Cynthia M.	Library Media Technician, Position #1849 Elm 5.0 hrs./190 days	08/18/2021
McKeown, Tara M.	Health Care Technician, Position #10272 Pupil Services 7.0 hrs./183 days	08/20/2021
Morales de Hernandez, Claudia	School Office Manager, Position #373 Rose Avenue 8.0 hrs./210 days	08/02/2021

**Limited Term/Substitute**

Cervantes, Jacqueline	Clerical (substitute)	08/04/2021
Frontuto, Lydia J.	Clerical (substitute)	08/02/2021
Ortiz de Montoya, Maria D.	Child Nutrition Worker (substitute)	08/10/2021
Paz, Lorena D.	Clerical (substitute)	08/10/2021

**Promotion**

Torrez Jr., Mark T.	Paraeducator III, Position #8560 Lopez 5.75 hrs./183 days Paraeducator I, Position #7183 McAuliffe 3.167 hrs./183 days	08/20/2021
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**Transfer**

Mendoza, Alejandro	Paraeducator III, Position #7493 Curren 5.75 hrs./183 days Paraeducator III, Position #2906 Brekke 5.75 hrs./183 days	08/20/2021
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**Administrative Transfer**

Gamino, Celeste	Paraeducator II, Position #2114 Curren 5.75 hrs./183 days Paraeducator II, Position #7947 Marina West 5.75 hrs./183 days	08/20/2021
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**Resignation**

Aguilera, Christian A.	Paraeducator III, Position #8473 Brekke 5.75 hrs./183 days	08/18/2021
Garza, Marivel	Speech Language Pathology Assistant, Position #8152 Special Education 8.0 hrs./183 days	08/03/2021
Guardado, Jennifer	Paraeducator II, Position #488 Elm 5.75 hrs./183 days	08/09/2021
Merancio, Gina M.	Paraeducator I, Position #9156 Curren 3.167 hrs./183 days	08/10/2021
Nunez, Patricia	Accounting Manager/Internal Auditor, Position #1729	08/31/2021

Reyes, Belinda M.	Budget & Finance 8.0 hrs./246 days Campus Assistant, Position #6569 McKinna 4.0 hrs./180 days	07/27/2021
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**Retirement**

Guerrero, Theresa A.	Child Nutrition Worker, Position #2849 Ritchen 5.0 hrs./185 days	07/23/2021
Villegas, Joseph H.	Warehouse Worker/Delivery Driver, Position #1208 Warehouse 8.0 hrs./246 days	09/30/2021

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

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

### **Establish/Abolish/Increase/Reduce Hours of Positions (Torres/Nair)**

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#### **Establish**

an eight-hour 246-day MEP Maintenance and Energy Programs Manager position number 10522 to be established in the Facilities department. This position will be established to provide additional support.

a five-hour 185-day Child Nutrition Worker position number 10518 to be established in the Child Nutrition Services department. This position will be established to provide additional support (the original position was abolished in error in November 2020).

#### **Abolish**

an eight-hour 246-day Facilities Project and Energy Manager position number 8509 to be abolished in the Facilities department. This position will be abolished due to lack of work.

a five hour and forty-five-minute 246-day Office Assistant III position number 10209 to be abolished in the Special Education department. This position will be abolished due to lack of work.

a five hour and forty-five-minute 183-day Paraeducator II position number 974 to be abolished at Lopez school. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five-minute 183-day Paraeducator II position number 428 to be abolished at Ritchen school. This position will be abolished based on the findings of a Special Education classified positions audit.

a five hour and forty-five-minute 183-day Paraeducator II position number 9358 to be abolished at Elm school. This position will be abolished due to lack of work.

#### **Increase in Hours**

a three hour and ten-minute 183-day Paraeducator I position number 7190 to be increased to five hours and forty-five minutes at Ritchen school. This position will be increased to provide additional support.

#### **Reduction in Hours**

a five hour and forty-five-minute Paraeducator II position number 426 to be reduced to five hours and thirty minutes at Driffill school. This position will be reduced due to lack of work.

a three hour and ten-minute 183-day Paraeducator I position number 7173 to be reduced to one hour and thirty minutes at Elm school. This position will be reduced due to lack of work.

**FISCAL IMPACT:**

Cost for 1 MEP Maintenance and Energy Programs Manager: \$161,181 General Funds

Cost for 1 Child Nutrition Worker: \$22,500 General Funds

Cost for 1 Paraeducator I: \$12,710 Site Funds

Cost for 1 Paraeducator I: \$8,178 General Funds

Cost for 4 Paraeducator IIs: \$91,101 Special Education Funds

Cost for 1 Facilities Project and Energy Manager: \$161,181 General Funds

Cost for 1 Office Assistant III: \$44,693 General Funds

**RECOMMENDATION:**

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

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

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

### **Approval of new classification and job duties for Bus Driver/Mechanic Assistant (Torres/Nair)**

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Education Code 45276 provides that “The governing board shall fix the duties of all positions as part of the classified service as required by Section 45109...The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

The Director of Transportation has requested to create a new classification of Bus Driver/Mechanic Assistant which will be designated as a Classified position. The classification of Bus Driver/Mechanic Assistant will drive a school bus over designated routes in accordance with time schedules; picks up, discharges, and provides for the safe and efficient transportation of District students; and performs regular safety inspections and basic preventative maintenance on school buses. Additionally, this position will assist the Vehicle & Equipment Mechanic and perform maintenance and adjustments on vehicles as needed.

The incumbent will drive a school bus and perform regular safety inspections and basic preventative maintenance on school buses. This classification is being proposed to provide assistance to the Vehicle & Equipment Mechanic.

The Personnel Commission took action on August 17, 2021 to approve the new classification of Bus Driver/Mechanic Assistant and allocate the classification to salary range 20 of the Classified salary schedule.

#### **FISCAL IMPACT:**

The classification of Bus Driver/Mechanic Assistant is allocated to salary range 20 of the Classified salary schedule. This would equate to a monthly rate of \$3,596 – \$4,374, to be paid out of the General Fund.

#### **RECOMMENDATION:**

It is the recommendation of the Personnel Commission and Director, Classified Human Resources, that the Board of Trustees approve the new classification and job duties of Bus Driver/Mechanic Assistant.

**ADDITIONAL MATERIALS:**

**Attached:** [Bus Driver-Mechanic Assistant Final 08.2021.pdf](#)

[CSEA Salary Schedule 2018 2019 add 1.25 as of 06.21.19.pdf](#)

## **BUS DRIVER/MECHANIC ASSISTANT**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

### **SUMMARY OF DUTIES**

Under the direction of the Transportation Director, drives a school bus over designated routes in accordance with time schedules; picks up, discharges, and provides for the safe and efficient transportation of District students; and performs a variety of duties relative to assigned area of responsibility.

### **DISTINGUISHING CHARACTERISTICS AMONG RELATED CLASSES**

The classification of Bus Driver/Mechanic Assistant drives a school bus over designated routes in accordance with time schedules; picks up, discharges, and provides for the safe and efficient transportation of District students; and performs regular safety inspections and basic preventative maintenance on school buses. Additionally, this position will assist the Vehicle & Equipment Mechanic and perform maintenance and adjustments on vehicles as needed.

The classification of Bus Driver drives a school bus over designated routes in accordance with time schedules; picks up, discharges, and provides for the safe and efficient transportation of District students; and performs regular safety inspections and basic preventative maintenance on school buses.

The classification of Cover Bus Driver/Office Assistant performs routine clerical functions in support of Transportation Services, provides information to the general public, and performs the duties of a Bus Driver as needed and in order to cover for Bus Driver incumbents who may be absent.

### **SUPERVISION RECEIVED AND EXERCISED**

- Receives supervision from the Transportation Director.

### **ESSENTIAL DUTIES**

- Drives school buses over designated routes in accordance with time schedules, picking up and discharging students;
- Escorts students across streets and roadways, stopping traffic as required; loads and unloads students in compliance with VC 22112;
- Monitors two-way radio and receives information regarding road and traffic conditions, changes in route assignments, transfers, or time schedules and maintains communication with dispatcher and other drivers;
- Performs safety bus inspection of gauges, fluid levels, doors, emergency exits, fire extinguisher, lights, tires and brake systems in accordance with designated safety checklist; ensures bus is in safe operating condition prior to daily operation; reports any bus malfunctions to District mechanic;
- Maintains order and appropriate behavior among students on buses; follows District policies regarding student control and contact with parents, teachers, administrators, and the public;
- Maintains proper fluid levels by adding fuel, water, coolant, and oil as needed; cleans exterior and interior of buses including picking up debris, sweeping floor, wiping upholstery, dusting dashboard, washing the exterior, and cleaning windshields, windows, and headlights;
- Maintain records and completes necessary paperwork concerning vehicle maintenance and needed repairs, miles driven, number of children transported; prepares student conduct, incident, and accident reports;
- Adheres to emergency procedures such as accident reporting and equipment malfunctions;
- Oversees evacuations of students during emergency situations; performs emergency assistance as needed including first aid and evacuating all passengers in the quickest and safest way possible;
- Transports students, teachers, and other adults on field trips to various locations; reads maps to determine field trip location and plans best travel route; ensures departure and arrival times are met;
- Drives bus to repair shop as required;
- Performs maintenance and adjustments on vehicles as needed;
- Enters vehicle information, work orders, and parts and supplies into data management system.

**Other Related Duties**

- Attends scheduled safety meetings; ensures bus operations are conducted in compliance with District safety rules and regulations;
- Performs related duties and responsibilities as required.

**KNOWLEDGE, ABILITIES, AND TRAITS****Knowledge of:**

- Board policies and regulations, Education Code, Department of Motor Vehicle Code and Transportation Department procedures pertaining to the transportation of students;
- Basic operational characteristics of school buses including lift ramps;
- Proper procedures for safely securing wheelchairs and safety seats;
- Policies and procedures governing the reporting of vehicle accidents and incidents;
- Principles and practices of basic first aid;
- Methods and techniques of basic vehicle safety and preventive maintenance;
- Principles and procedures of record keeping;
- Behavior modification techniques;
- Principles of good public relations;
- Safe driving practices as they relate to school transportation.

**Ability to:**

- Operate school buses in a safe and efficient manner;
- Operate a variety of equipment such as telephone and two-way radio;
- Enforce school regulations and maintain order among students on buses;
- Maintain assigned vehicle in a clean and safe operating condition;
- Provide assistance to students entering and exiting a school bus;
- Understand and follow oral and written instructions;
- Observe legal and defensive driving practices;
- Work effectively within established time schedules and with minimal direction;
- Provide information and assistance to parents, the general public and other staff members in a helpful, courteous and timely manner;
- Maintain confidentiality of privileged information obtained in the course of work;
- Communicate effectively, both orally and in writing;
- Establish and maintain effective working relationships;
- Read maps and plan travel routes.

**Traits:**

- Appreciates the differences among people;
- Is punctual and follows through;
- Easily adapts to situations and changes;
- Puts safety first for self and others;
- Stays focused and has good work ethic;
- Strives to meet customers' needs;
- Works around obstacles and is self-starting.

**EMPLOYMENT STANDARDS**

**Education:** Graduation from high school or equivalency is desirable.

**Experience:** Experience as a school bus driver is desirable. Minor experience with vehicle repairs is desirable.

**Special:** Possession of a valid Class A or B, California Commercial Driver License with Passenger, School Bus, and Air Brake Endorsements, a current DL-51a Medical Examiner's Certificate, a California Special Driver Certificate designated for School Bus (with no restrictions for Air Brakes and/or Conventional Type-II buses only) issued by the California Department of Motor Vehicles, and if applicable, a valid first aid certificate comparable to the American Red Cross Standard First Aid Certificate.

Ability to be insured, and continue to be insurable, by the District's liability insurance carrier.

All licenses, certificates, and other requirements listed above are required at the time of employment and must be maintained during the course of employment unless otherwise noted.

This classification has been designated as safety-sensitive in accordance with the drug and alcohol testing requirements adopted by the District pursuant to Board Policy.

**Physical Requirements:** Employees in this classification stand, walk, sit for continuously for extended periods of time, lift/carry up to 40 lbs. without assistance or over 40 lbs. with assistance and in emergency situations, use wrists or hands repetitively, use both hands, arms, feet, and legs simultaneously, stoop/bend, reach overhead, push/pull, have dexterity of fingers/hands and muscular coordination, have color vision or the ability to distinguish shades, speak clearly, hear normal voice conversation, and see small details and for long distances.

**WORK ENVIRONMENT:** Employees in this classification work primarily inside a school bus, but also inside an office and outside, in changing temperatures, in confined spaces, with moving vehicles, in contact with fumes, allergenic dust, odors, toxic materials, and loud noises, in inclement weather and conditions, in direct contact with the public, students, and District personnel, and operate a school bus in order to conduct work.

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

Salary Range: 20.0

Approved: August 17, 2021

Classified salary schedule with 1.25% increase eff 07/01/2018

	Step A	Step B	Step C	Step D	Step E
Range 3.0	\$1,569	\$1,649	\$1,731	\$1,818	\$1,907
Range 3.5	\$1,607	\$1,690	\$1,773	\$1,862	\$1,956
Range 4.0	\$1,649	\$1,731	\$1,818	\$1,907	\$2,003
Range 4.5	\$1,690	\$1,773	\$1,862	\$1,956	\$2,053
Range 5.0	\$1,731	\$1,818	\$1,907	\$2,003	\$2,105
Range 5.5	\$1,773	\$1,862	\$1,956	\$2,053	\$2,158
Range 6.0	\$1,818	\$1,907	\$2,003	\$2,105	\$2,210
Range 6.5	\$1,862	\$1,956	\$2,053	\$2,158	\$2,263
Range 7.0	\$1,907	\$2,003	\$2,105	\$2,210	\$2,318
Range 7.5	\$1,956	\$2,053	\$2,158	\$2,263	\$2,376
Range 8.0	\$2,003	\$2,105	\$2,210	\$2,318	\$2,435
Range 8.5	\$2,053	\$2,158	\$2,263	\$2,376	\$2,496
Range 9.0	\$2,105	\$2,210	\$2,318	\$2,435	\$2,555
Range 9.5	\$2,158	\$2,263	\$2,376	\$2,496	\$2,618
Range 10.0	\$2,210	\$2,318	\$2,435	\$2,555	\$2,687
Range 10.5	\$2,263	\$2,376	\$2,496	\$2,618	\$2,751
Range 11.0	\$2,318	\$2,435	\$2,555	\$2,687	\$2,820
Range 11.5	\$2,376	\$2,496	\$2,618	\$2,751	\$2,892
Range 12.0	\$2,435	\$2,555	\$2,687	\$2,820	\$2,959
Range 12.5	\$2,496	\$2,618	\$2,751	\$2,892	\$3,033
Range 13.0	\$2,555	\$2,687	\$2,820	\$2,959	\$3,109
Range 13.5	\$2,618	\$2,751	\$2,892	\$3,033	\$3,184
Range 14.0	\$2,687	\$2,820	\$2,959	\$3,109	\$3,262
Range 14.5	\$2,751	\$2,892	\$3,033	\$3,184	\$3,347
Range 15.0	\$2,820	\$2,959	\$3,109	\$3,262	\$3,425
Range 15.5	\$2,892	\$3,033	\$3,184	\$3,347	\$3,512
Range 16.0	\$2,959	\$3,109	\$3,262	\$3,425	\$3,596
Range 16.5	\$3,033	\$3,184	\$3,347	\$3,512	\$3,688
Range 17.0	\$3,109	\$3,262	\$3,425	\$3,596	\$3,777
Range 17.5	\$3,184	\$3,347	\$3,512	\$3,688	\$3,871
Range 18.0	\$3,262	\$3,425	\$3,596	\$3,777	\$3,964
Range 18.5	\$3,347	\$3,512	\$3,688	\$3,871	\$4,067
Range 19.0	\$3,425	\$3,596	\$3,777	\$3,964	\$4,164
Range 19.5	\$3,512	\$3,688	\$3,871	\$4,067	\$4,270
Range 20.0	\$3,596	\$3,777	\$3,964	\$4,164	\$4,374
Range 20.5	\$3,688	\$3,871	\$4,067	\$4,270	\$4,486
Range 21.0	\$3,777	\$3,964	\$4,164	\$4,374	\$4,594
Range 21.5	\$3,871	\$4,067	\$4,270	\$4,486	\$4,708
Range 22.0	\$3,964	\$4,164	\$4,374	\$4,594	\$4,823
Range 22.5	\$4,067	\$4,270	\$4,486	\$4,708	\$4,945
Range 23.0	\$4,164	\$4,374	\$4,594	\$4,823	\$5,063
Range 23.5	\$4,270	\$4,486	\$4,708	\$4,945	\$5,190
Range 24.0	\$4,374	\$4,594	\$4,823	\$5,063	\$5,313
Range 24.5	\$4,486	\$4,708	\$4,945	\$5,190	\$5,450
Range 25.0	\$4,594	\$4,823	\$5,063	\$5,313	\$5,576
Range 25.5	\$4,708	\$4,945	\$5,190	\$5,450	\$5,722
Range 26.0	\$4,823	\$5,063	\$5,313	\$5,576	\$5,857
Range 26.5	\$4,945	\$5,190	\$5,450	\$5,722	\$6,006
Range 27.0	\$5,063	\$5,313	\$5,576	\$5,857	\$6,147
Range 27.5	\$5,190	\$5,450	\$5,722	\$6,006	\$6,308
Range 28.0	\$5,313	\$5,576	\$5,857	\$6,147	\$6,454
Range 28.5	\$5,450	\$5,722	\$6,006	\$6,308	\$6,622
Range 29.0	\$5,576	\$5,857	\$6,147	\$6,454	\$6,779
Range 29.5	\$5,722	\$6,006	\$6,308	\$6,622	\$6,952
Range 30.0	\$5,857	\$6,147	\$6,454	\$6,779	\$7,117
Range 30.5	\$6,006	\$6,308	\$6,622	\$6,952	\$7,299
Range 31.0	\$6,147	\$6,454	\$6,779	\$7,117	\$7,472
Range 31.5	\$6,308	\$6,622	\$6,952	\$7,299	\$7,664
Range 32.0	\$6,454	\$6,779	\$7,117	\$7,472	\$7,846
Range 32.5	\$6,622	\$6,952	\$7,299	\$7,664	\$8,047
Range 33.0	\$6,779	\$7,117	\$7,472	\$7,846	\$8,239
Range 33.5	\$6,952	\$7,299	\$7,664	\$8,047	\$8,449
Range 34.0	\$7,117	\$7,472	\$7,846	\$8,239	\$8,652
Range 34.5	\$7,299	\$7,664	\$8,047	\$8,449	\$8,871
Range 35.0	\$7,472	\$7,846	\$8,239	\$8,652	\$9,085



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

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

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

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

**Classified salary schedule with 1.25% increase eff 07/01/2018**

	Step A	Step B	Step C	Step D	Step E
Range 3.0	9.05	9.51	9.98	10.49	11.00
Range 3.5	9.27	9.75	10.23	10.74	11.29
Range 4.0	9.51	9.98	10.49	11.00	11.55
Range 4.5	9.75	10.23	10.74	11.29	11.85
Range 5.0	9.98	10.49	11.00	11.55	12.15
Range 5.5	10.23	10.74	11.29	11.85	12.45
Range 6.0	10.49	11.00	11.55	12.15	12.75
Range 6.5	10.74	11.29	11.85	12.45	13.06
Range 7.0	11.00	11.55	12.15	12.75	13.37
Range 7.5	11.29	11.85	12.45	13.06	13.71
Range 8.0	11.55	12.15	12.75	13.37	14.05
Range 8.5	11.85	12.45	13.06	13.71	14.40
Range 9.0	12.15	12.75	13.37	14.05	14.74
Range 9.5	12.45	13.06	13.71	14.40	15.11
Range 10.0	12.75	13.37	14.05	14.74	15.50
Range 10.5	13.06	13.71	14.40	15.11	15.87
Range 11.0	13.37	14.05	14.74	15.50	16.27
Range 11.5	13.71	14.40	15.11	15.87	16.68
Range 12.0	14.05	14.74	15.50	16.27	17.07
Range 12.5	14.40	15.11	15.87	16.68	17.50
Range 13.0	14.74	15.50	16.27	17.07	17.94
Range 13.5	15.11	15.87	16.68	17.50	18.37
Range 14.0	15.50	16.27	17.07	17.94	18.82
Range 14.5	15.87	16.68	17.50	18.37	19.31
Range 15.0	16.27	17.07	17.94	18.82	19.76
Range 15.5	16.68	17.50	18.37	19.31	20.26
Range 16.0	17.07	17.94	18.82	19.76	20.75
Range 16.5	17.50	18.37	19.31	20.26	21.28
Range 17.0	17.94	18.82	19.76	20.75	21.79
Range 17.5	18.37	19.31	20.26	21.28	22.33
Range 18.0	18.82	19.76	20.75	21.79	22.87
Range 18.5	19.31	20.26	21.28	22.33	23.46
Range 19.0	19.76	20.75	21.79	22.87	24.03
Range 19.5	20.26	21.28	22.33	23.46	24.64
Range 20.0	20.75	21.79	22.87	24.03	25.24
Range 20.5	21.28	22.33	23.46	24.64	25.88
Range 21.0	21.79	22.87	24.03	25.24	26.51
Range 21.5	22.33	23.46	24.64	25.88	27.16
Range 22.0	22.87	24.03	25.24	26.51	27.82
Range 22.5	23.46	24.64	25.88	27.16	28.53
Range 23.0	24.03	25.24	26.51	27.82	29.21
Range 23.5	24.64	25.88	27.16	28.53	29.94
Range 24.0	25.24	26.51	27.82	29.21	30.65
Range 24.5	25.88	27.16	28.53	29.94	31.44
Range 25.0	26.51	27.82	29.21	30.65	32.17
Range 25.5	27.16	28.53	29.94	31.44	33.01
Range 26.0	27.82	29.21	30.65	32.17	33.79
Range 26.5	28.53	29.94	31.44	33.01	34.65
Range 27.0	29.21	30.65	32.17	33.79	35.47
Range 27.5	29.94	31.44	33.01	34.65	36.39
Range 28.0	30.65	32.17	33.79	35.47	37.24
Range 28.5	31.44	33.01	34.65	36.39	38.21
Range 29.0	32.17	33.79	35.47	37.24	39.11
Range 29.5	33.01	34.65	36.39	38.21	40.11
Range 30.0	33.79	35.47	37.24	39.11	41.06
Range 30.5	34.65	36.39	38.21	40.11	42.11
Range 31.0	35.47	37.24	39.11	41.06	43.11
Range 31.5	36.39	38.21	40.11	42.11	44.22
Range 32.0	37.24	39.11	41.06	43.11	45.27
Range 32.5	38.21	40.11	42.11	44.22	46.43
Range 33.0	39.11	41.06	43.11	45.27	47.53
Range 33.5	40.11	42.11	44.22	46.43	48.75
Range 34.0	41.06	43.11	45.27	47.53	49.91
Range 34.5	42.11	44.22	46.43	48.75	51.18
Range 35.0	43.11	45.27	47.53	49.91	52.41



**Employee Anniversary Increments:**

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

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

**Night Shift Pay Differential:**

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

**Bilingual Stipend:**

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

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

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

### **Approval of new classification and job duties for Human Resources Manager (Torres/Nair)**

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Education Code 45276 provides that “The governing board shall fix the duties of all positions as part of the classified service as required by Section 45109...The position duties shall be prescribed by the board and qualification requirements for the position class shall be prepared and approved by the commission, required by this section, prior to issuance of an announcement calling for a competitive examination to fill position vacancies.”

The Assistant Superintendent of Human Resources has requested to create a new classification of Human Resources Manager which will be designated as a Management position. This classification is being created to oversee, implement and support the Districts leave management program; develop, implement and monitor the Districts disability management program, transitional early return to work program, and interactive process/reasonable accommodation policies and procedures; review and analyze tracking system for program participants for efficiency and effectiveness. The classification will also assist the Human Resources department in support of other human resources programs as needed.

The incumbent will provide guidance and specialized support with a centralized focus to managing the District’s leave management program.

The Personnel Commission took action on August 17, 2021 to approve the new classification of Human Resources Manager and allocate the classification to salary range \$88,775 - \$105,470 of the Classified Management salary schedule.

#### **FISCAL IMPACT:**

The classification of Human Resources Manager is allocated to salary range \$88,775 - \$105,470 of the Classified Management salary schedule, to be paid out of ESSER funds.

#### **RECOMMENDATION:**

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

#### **ADDITIONAL MATERIALS:**

**Attached:** [Human Resources Manager Job Description](#)

## HUMAN RESOURCES MANAGER

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

### SUMMARY OF DUTIES

Under the direction of the Assistant Superintendent, Human Resources or designee, leads in the delivery of human resources services with specific responsibility for providing information to other human resources staff and district employees regarding policies and regulations; addresses a variety of issues and/or provides guidance and specialized support; provides a strategic, centralized focus to managing the District's leave management program; coordinates recruitments including oversight of staffing and position control; oversees the maintenance of records, files and databases of personnel actions; ensures that personnel functions conform to all applicable regulatory requirements; supervises and evaluates the performance of assigned personnel; and performs a variety of other duties relative to assigned area of responsibility.

### SUPERVISION RECEIVED AND EXERCISED

- Receives supervision from the Assistant Superintendent, Human Resources or designee.
- Exercises direct supervision over assigned staff.

### ESSENTIAL DUTIES

- Oversee, implement and support the Districts leave management program; develop, implement and monitor the Districts disability management program, transitional early return to work program, and interactive process/reasonable accommodation policies and procedures; review and analyze tracking system for program participants for efficiency and effectiveness.
- Manages the District's Employee Leaves Management System to track employee leaves under the Family Medical Leave Act (FMLA), the California Family Rights Act (CFRA), Parental Leave and the Pregnancy Disability Act (PDA); assures compliance with federal and state mandates.
- Oversees the District's compliance with the Americans with Disabilities Act (ADA) and California Fair Employment and Housing Act (FEHA).
- Manages and facilitates the Districts interactive process/reasonable accommodation meetings to ensure that decisions made are in compliance with applicable laws, rules and regulations and are also consistent with past practices and actions of the District.
- Monitors the absence management system and the placement of substitutes throughout the District.
- Provides consultation to personnel, administrators, applicants and others regarding human resources operations and activities; responds to inquiries and provides technical information and guidance concerning related standards, timelines, vacancies, requirements, laws, rules, regulations, processes, policies and procedures; researches and resolves related issues, problems and conflicts.
- Assists in the development of policies, procedures and programs. Researches information regarding relevant policies and current practices for the purpose of ensuring compliance with state and federal law, and securing general information for planning and/or responding to requests from a variety of internal and external sources. May present information on a variety of topics.
- Ensures district staffing requirements are fulfilled within established guidelines, policies, contract provisions, rules and regulations. Monitors and audits personnel actions prepared by staff for the purpose of ensuring consistency with position control and reporting, confirming appropriate approval levels have been secured; and ensuring data accuracy. Coordinates with designated department heads, administration and employees to correct or adjust any related discrepancies.
- Supports the Human Resources department staff for the purpose of assisting in the performance of their work activities. Supervises and evaluates the performance of assigned staff. Participates in the selection of department staff. Assigns employee duties and reviews work for accuracy, completeness and compliance with established policies and procedures.
- Assists with organizing, planning and implementing professional development opportunities; arranges for and may conduct trainings and workshops.

- May participate in labor negotiations; provides assistance in collective bargaining, labor relations, and grievance, disciplinary and related matters.
- Develops and prepares a wide variety of reports and written materials (i.e. letters, forms, procedures, brochures, pamphlets, etc.) for the purpose of documenting activities, providing written reference, and/or conveying information to others.
- Interprets a variety of written materials for the purpose of ensuring compliance with regulatory requirements.
- Supervises a variety of processes (i.e. leaves, employment, recruitment and selection, records maintenance, etc.) for the purpose of ensuring efficient processing of applicants and employees in accordance with employment requirements and adhering to legal and/or administrative requirements.
- Participates in meetings that involve a range of issues for the purpose of developing recommendations and/or supporting other staff. Serves on various committees as directed.
- Operates a variety of office equipment including a computer and assigned software; drive a vehicle to conduct work.
- Maintains current knowledge of laws, codes, regulations and pending legislature related to personnel activities; assists in modifying programs, functions and procedures to assure compliance with local, State and federal requirements as appropriate.
- Other duties as assigned that support the overall objective of the position.

### **KNOWLEDGE, ABILITIES, AND TRAITS**

#### **Knowledge of:**

- State Education Code and other federal, state and local laws, rules and regulations pertaining to human resources, leave management and disability compliance
- General knowledge of California Workers' Compensation Labor Codes
- Management of human resources operations and activities involved in the recruitment, screening, selection, processing and employment of personnel
- Practices and procedures related to personnel
- Principles, techniques, procedures and terminology involved in the recruitment, screening, selection, processing and evaluation of personnel
- Operations, policies and objectives relating to human resources activities
- General principles and techniques of labor relations and collective bargaining
- Oral and written communication skills
- Principles and practices of administration, supervision and training
- Applicable laws, codes, regulations, policies and procedures
- Interpersonal skills using tact, patience and courtesy. Operation of a computer and assigned software

#### **Ability to:**

- Interpret, apply and explain rules, regulations, policies and procedures in a clear and concise manner
- Plan and organize human resources operations and activities involved in assigned area of responsibility such as leave management, recruitment, processing and employment of personnel
- Supervise and evaluate the performance of assigned personnel
- Establish and maintain strong and effective working relationship with other employees, managers, organization staff, contractors, attorneys and the general public
- Establish credibility with numerous constituents, effectively handle sensitive personnel issues, and be comfortable and effective working with all levels of an organization
- Work independently with little direction
- Analyze situations accurately and adopt an effective course of action
- Exercise good and sound judgment
- Plan and organize work to meet schedules and timelines in an environment with constantly changing priorities
- Compose clear and comprehensive correspondence, memoranda, reports, and other materials independently
- Communicate effectively, both orally and in writing
- Provide information and assistance to parents, the general public, and other staff members in a helpful, courteous, and timely manner

- Operate a variety of office machines and equipment such as a personal computer and all applicable hardware and software, copiers, scanners, typewriters, calculators, and fax machines
- Maintain confidentiality of privileged information obtained in the course of work

**EMPLOYMENT STANDARDS**

**Education:** A Bachelor's degree or equivalent from an accredited college or university with a major in human resources, public administration, business administration, or other closely related field. Additional two years of experience can be substituted for the required education on a year to year basis.

**Experience:** Five years of increasingly responsible human resources management experience. Experience with employee leave management is highly preferred. At least two years of the aforementioned experience must have been in a supervisory capacity.

**Special:** Possession of a valid California driver's license.

Ability to be insured, and continue to be insurable, by the District's liability insurance carrier.

All licenses, certificates, and other requirements listed above are required at the time of employment and must be maintained during the course of employment unless otherwise noted.

**Physical Requirements:** Employees in this classification stand, walk, sit, stoop, bend, reach overhead, lift and carry up to 20 pounds without assistance, push, pull, use fingers, wrists, and hands repetitively, use both hands simultaneously, speak clearly, hear normal voice conversation, and see small details.

**WORK ENVIRONMENT:** Employees in this classification work primarily inside an office environment, with frequent interruptions, with changing priorities and short deadlines, and may drive an automobile to conduct work.

**APPOINTMENT:** In accordance with Education Code Section 45301, an employee appointed to this class must serve a probationary period of one (1) year during which time an employee must demonstrate at least an overall satisfactory performance in order to attain permanent status in the classified service.

Salary Range: Classified Management Salary Schedule

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #21-58 – Read.Write.Think. (DeGenna/Fox)**

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Renee Houser and Kristi Mraz with Read.Write.Think. will provide In-Person/Virtual professional development for the teaching of writing. Teachers will be part of a lead cohort in one of the three strands (Primary K-2, Intermediate 3-5, or Middle School 6-8). In addition, year one will provide whole district support in the fundamentals through monthly meetings and administrator cohort. This professional development lays the groundwork for a whole District adoption in year two, leveraging the lead teachers as site-based support for schools. The goals of year one are:

- Mindset!
- Program vs Philosophy
- Curriculum Overview
- A Writing Process
- Classroom Design

**Term of Agreement: September 1, 2021 through June 30, 2022**

#### **FISCAL IMPACT:**

Not to exceed \$141,500.00 – Expanded Learning Opportunity Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director Dual Language Programs, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #21-58 with Read.Write.Think.

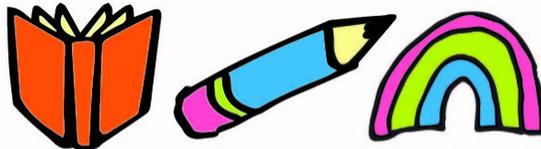
#### **ADDITIONAL MATERIALS:**

- Attached:** [Agreement #21-58, Read.Write.Think., LLC \(5 Pages\)](#)  
[Proposal \(2 Pages\)](#)  
[Certificate of Insurance \(1 Page\)](#)

## OSD AGREEMENT #21-58

✓ Oxnard District Writing PD  
Year 1

Services Agreement



**Read. Write. Think.**

This Services Agreement (this “Agreement”), dated as of [August 25, 2021] the “Effective Date”), is by and between Read Write Think, LLC, a NC limited liability company, with offices located at 11768 Hidden Forest Lane, Davidson, NC 28036 (“Service Provider”) and [Oxnard School District] a [CA] [School], with offices located at [1051 South A Street, Oxnard, CA 93030] (“Customer” and together with Service Provider, the “Parties”, and each a “Party”).

WHEREAS Service Provider has the capability and capacity to provide certain ongoing learning services and educator-related consulting services;

WHEREAS Customer desires to retain Service Provider to provide the said services, and Service Provider is willing to perform such services under the terms and conditions hereinafter set forth; and

WHEREAS the Parties desire to formally document the ongoing relationship between the two parties and replace any informal email exchanges and verbal agreements that may have been made between the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Service Provider and Customer agree as follows:

1. Services. Service Provider shall provide, upon request by Customer, the services identified in the “Statement of Work” attached as Exhibit A (the “Services”).
2. Service Provider Obligations. Service Provider shall:
  - 2.1 Designate Renee Houser as the primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (“Service Provider Contact”).
  - 2.2 Utilize, as needed and only with permission of Customer, contractors or employees of Customer to assist in performing the Services. Contractors or employees of Customers shall not be contractors nor employees of Service Provider, nor shall have any right to any Payments under this Agreement.
  - 2.3 Maintain complete and accurate records relating to the provision of the Services under this Agreement, including records of the time spent and materials used by Service Provider in providing the Services.
  - 2.4 Require that the Service Provider Contact respond promptly to any reasonable requests from Customer for instructions, information, or approvals required by Service Provider to provide the Services.
  - 2.5 Cooperate with Customer in its performance of the Services.

2.6 Maintain qualifications and if required, licenses and/or certifications, to provide the Services and will maintain such qualifications during the term of this Agreement.

2.7 MAKE NO WARRANTIES EXCEPT FOR THAT PROVIDED IN THIS SECTION 2, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

3. Customer Obligations. Customer shall:

3.1 Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Customer Contact"), with such designation to remain in force unless and until a successor Customer Contact is appointed.

3.2 Require that the Customer Contact respond promptly to any reasonable requests from Service Provider for instructions, information, or approvals required by Service Provider to provide the Services.

3.3 Cooperate with Service Provider in its performance of the Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable Service Provider to provide the Services.

3.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in Service Provider's provision of the Services.

4. Fees and Expenses.

4.1 In consideration of the provision of the Services by the Service Provider and the rights granted to Customer under this Agreement, Customer shall pay Service Provider \$[AMOUNT] per [DAY/CYCLE], not to exceed a total of [AMOUNT] [DAYS/CYCLES]; provided, however, that any amounts paid may be increased by written consent of the Customer. Payment to Service Provider of such fees pursuant to this Section 4 shall constitute payment in full for the performance of the Services. Said fee shall be paid within thirty (30) days of receipt of an invoice by the Customer.

4.2 Service Provider shall be entitled to suspend the provision of any Services if the Customer fails to pay any undisputed fees when due hereunder and such failure continues for thirty (30) days following written notice thereof.

5. Intellectual Property, Appearance and Release. All intellectual property rights in any proprietary knowledge, templates, worksheets, survey or other deliverables created prior to, or independent of, this Agreement, whether or not used to provide the Services (collectively, "Intellectual Property Rights") shall be owned by Service Provider. Service Provider hereby agrees that Customer has the right to photograph, tape, film, record (audio and/or video), or otherwise create audio-visual materials (the results and products of which are collectively, "Reproductions") which display, duplicate or reproduce performances and appearances in connection with the Services (including, without limitation, photographs and so-called "behind-the-scenes" and "making-of" audio and audio-visual recordings). Service Provider hereby grants to Customer the right to use, embody, and promote Service Provider's name, voice, photograph, likeness, appearance and activities in connection with the Reproductions, and the exclusive right to use, edit, exhibit, reproduce, and distribute the Reproductions. Service Provider hereby irrevocably and perpetually assigns to Customer all rights, title, and interest of any kind or nature (including any and all copyrights therein), throughout the universe, in and to such Reproductions, and further waives any right of inspection or approval of the Reproductions, or any edits, or the means or manners in which the Reproductions may be distributed. Nothing contained herein shall be deemed by Service Provider to assign or grant the right to the Customer to produce derivatives of the Reproductions, sell or further exploit the Reproductions to any future audiences, nor granting to Customer any rights to the Intellectual Property Rights.

6. Confidentiality. From time to time during the Term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public, proprietary, and confidential information of Disclosing

Party ("Confidential Information"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 6; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Group who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

## 7. Term, Termination, and Survival.

7.1 This Agreement shall commence as of the Effective Date and shall continue thereafter until the end of the corresponding school year, which is expected to terminate by [June 30, 2022], unless sooner terminated pursuant to Section 7.2 or Section 7.3.

7.2 Customer may terminate this Agreement upon thirty (30) days' notice granted to the Service Provider.

7.3 The rights and obligations of the Parties set forth in this Section 7 and in Sections 2.6, 5, 6, 8, 16 and 17 and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

## 8. Limitation of Liability.

8.1 IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8.2 IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER PURSUANT TO THIS AGREEMENT IN THE ONE YEAR PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

10. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each Party.

12. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving.

13. Assignment. Neither Party shall assign, transfer, delegate nor subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section 13 shall be null and void. No assignment or delegation shall relieve either Party of any of its obligations under this Agreement.

14. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

15. Relationship of the Parties. The relationship between the parties is that of independent contractors. The details of the method and manner for performance of the Services by Service Provider shall be under its own control, Customer being interested only in the results thereof. The Service Provider shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Customer's final approval and shall be subject to the Customer's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

17. Choice of Law. This Agreement and all related documents are governed by, and construed in accordance with, the laws of the State of North Carolina, United States of America.

18. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

19. Force Majeure. The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Customer shall be entitled to give notice in writing to Service Provider to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

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To indicate your acceptance of the above, sign electronically below.

Lisa A. Franz, Director, Purchasing

READ. WRITE. THINK.

## 2021-2022 Proposal for Oxnard School District

The goals of year one are:

Mindset

Program VS Philosophy

Curriculum Overview

A Writing Process

Classroom Design

Scope of Work: Year one is designed to invite interested teachers to learn about the workshop approach to the teaching of writing. Teachers will apply to become part of a lead teacher cohort in one of three strands (Primary K-2, Intermediate 3-5, or Middle School 6-8). These lead teachers will have a monthly meeting to plan, discuss, view demonstrations and engage in coaching experiences. In addition, year one will provide whole district support in the fundamentals through monthly afterschool meetings and an administrator cohort. This year one proposal lays the ground work for a more whole-district adaption in year two, leveraging the lead teachers as site based support for schools.

Support Structure	Who will attend?	Description	Num of Sessions	Subtotal
Saturday Institute	Open to all interested teachers. NO SUBS/COVERAGE NEEDED	Saturdays Institute 2021-2022: Two Saturdays in the Fall (dates TBD) These sessions will focus on the fundamentals of teaching writing in a workshop approach. Teachers will have opportunities to experience a writing workshop, design responsive curriculum, reflect on classroom design and connect with other teachers. (Teachers will be in the following groupings: K-2, 3-5, 6-8, DIL K-2 DIL 3-5)	2 full days	\$25,000.00
Lead Teacher Monthly Meetings		August 2021- May 2022: These monthly meetings will be used to study writing, best practice, and develop curriculum and teaching structures. They will be a combination of classroom observation, practice, and discussion/planning time. The sessions will be attended by teachers who have signed up for this role. There will be 5 distinct strands, K-2, 3-5, 6-8. Teachers will attend all the meetings for one	5 full days	\$12,500.00
K-2			5 full days	\$12,500.00
3-5			5 full days	\$12,500.00

6-8	Open to lead teachers. COVERAGE/SUBS needed	3-5, 6-8. Teachers will attend all the meetings for one strand with the intention of having a leadership role when the district wide adaption takes place.	5 full days	\$12,500.00
DIL K-2/ DIL 3-5			5 full days	\$12,500.00
Admin Cohort	No Coverage Needed	August 2021- May2021: These monthly meetings are co-taught by Kristi Mraz and Renee Houser. They are designed to build administrators understanding of best practices in workshop teaching. Sessions will provide discussion, observation, and opportunities to try things out. We suggest a morning meeting when possible. For example 9:30 - 11:30	10 2-3 hour sessions	\$30,000.00
Whole Staff Workshops	No Coverage Needed	Aug 2021- May 2022 : These virtual afterschool sessions (Mondays after 3:30) will provide whole staff/district wide workshops to build the fundamentals of the teaching of writing. Kristi and ReneeLead teachers will facilitate break out rooms and conversations as the work progresses.		
K-2			10 seventy-five minute workshops	\$8,000.00
3-5			10	\$8,000.00
6-8			10	\$8,000.00
				\$141,500.00



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

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

### **Approval of Agreement #21-92 – Inclusive Education & Community Partnership (DeGenna/Jefferson)**

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Inclusive Education & Community Partnership will provide behavior support services and 1 to 1 behavioral therapist services to the Special Education Services Department during the 2021-2022 academic school year.

**Term of the Agreement:** August 26, 2021 through June 30, 2022

#### **FISCAL IMPACT:**

Total not to exceed \$20,000.00 – Special Education Funds

#### **RECOMMENDATION:**

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-92 with Inclusive Education & Community Partnership.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-92, Inclusive Education & Community Partnership \(13 Pages\)](#)  
[Rate Sheet \(1 Page\)](#)

**OXNARD SCHOOL DISTRICT**

**Agreement #21-92**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 25th day of August 2021 by and between the Oxnard School District (“District”) and Inclusive Education & Community Partnership (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

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

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

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

**OPERATIVE PROVISIONS**

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from August 26, 2021 through June 30, 2022 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Twenty Thousand Dollars (\$20,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

\_\_\_\_\_ (Initials)

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

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

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

To District: Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Danielle Jefferson  
Phone: 805.385.1501, x2175  
Fax: 805.487.9648

To Consultant: Inclusive Education & Community Partnership  
2323 Roosevelt Blvd., #3  
Oxnard, CA 93035  
Attention: Rick Clemens  
Phone: (805) 985.4808  
Fax: (805) 985-7623  
Email: [rickclemens@aol.com](mailto:rickclemens@aol.com)

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**INCLUSIVE EDUCATION & COMMUNITY PARTNERSHIP:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: \_\_\_\_\_

- Not Project Related
- Project #21-92

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-92**

**SERVICES**

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

**\*PER ATTACHED RATE SHEET**

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

**\*PER ATTACHED RATE SHEET**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #21-92

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-92**

**COMPENSATION**

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

Total compensation shall not exceed Twenty Thousand Dollars (\$20,000.00), unless additional compensation is approved in writing by the District.

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

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

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

**IV. The total compensation for the Services shall not exceed \$20,000.00, as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-92**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #21-92

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

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

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

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

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

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

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

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

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

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

- Not Project Related
- Project #21-92

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-92**

**CONFLICT OF INTEREST CHECK**

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

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

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

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

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



## Inclusive Education and Community Partnership

2323 Roosevelt Blvd. Suite 3  
Oxnard, California 93035

*Tel: (805) 985-4808 x 109*

*Email: [dennisc@iecp.us](mailto:dennisc@iecp.us)*

*Fax: (805) 985-7623*

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### RATE SHEET 2021-2022

### OXNARD SCHOOL DISTRICT

CONSULTATION/ASSESSMENT OR TRAINING BY  
RICK CLEMENS OR BCBA STAFF----\$150 PER HOUR

CONSULTATION/ASSESSMENT/SUPERVISION OR TRAINING  
BY SUPERVISORY STAFF-----\$108.15 PER HOUR

DIRECT SERVICE BII----\$54.11 PER HOUR

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

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

### **Approval of Agreement/MOU #21-98 – Big Brothers Big Sisters of Ventura County (DeGenna/Nocero)**

---

Big Brothers Big Sisters of Ventura County (BBSVC) will engage a maximum of 75 at-risk students within the Oxnard School District in BBSVC's Site-Based Mentor Program, to provide mentoring opportunities that lead to school and life success, improved literacy rates, and improved S.T.E.A.M. and Social Emotional Learning.

**Term of Agreement:** August 26, 2021 – June 30, 2022

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-98 with Big Brothers Big Sisters of Ventura County.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #21-98, Big Brothers Big Sisters of Ventura County \(3 Pages\)](#)  
[Certificate of Insurance \(2 Pages\)](#)

## OSD AGREEMENT #21-98



### **BBSVC Site-Based Mentorship Program MOU OXNARD SCHOOL DISTRICT**

#### **Memorandum of Understanding Purpose**

This memorandum of understanding explains and confirms the roles and responsibilities, service levels, and types of services provided between the Oxnard School District (OSD) and Big Brothers Big Sisters of Ventura County (BBSVC) for the purposes of implementing youth mentoring services.

The purpose of this Memorandum of Understanding is to create and confirm an effective working relationship between BBSVC and the OSD. This agreement also provides the means by which the OSD and BBSVC will maintain a collaborative relationship to ensure interagency integrated and coordinated services to students who attend the school district and their families.

The goal is to engage a maximum of 75 at-risk students within the OSD in BBSVC's Site-Based Mentor Program, in order to provide mentoring opportunities that leads to school and life success, improved literacy rates, and improved S.T.E.A.M. and Social Emotional Learning.

#### **Memorandum of Understanding Timeline**

The terms of the Memorandum of Understanding are effective August 26, 2021 through June 30, 2022.

#### **Agreement and Description of Services**

The Oxnard School District (OSD) will not be charged for the services provided by Big Brothers Big Sisters of Ventura County (BBSVC).

BBSVC agrees to provide the following:

1. BBSVC agrees to provide OSD with staff from its organization to coordinate virtual and school-based mentoring programs at selected sites. Sites will include: Elementary and Middle School Sites to be chosen by mutual agreement and virtual zoom logins.

- 1b. A professional BBSVC staff member will be present at all times during meetings between mentors and mentees to provide supervision and support.

2. The bilingual case manager provided by BBSVC will complete appropriate background checks, recruit, screen, match, train, and monitor the high school or college student mentors who will be working with elementary and middle school student mentees. Mentees will be those who are most at-risk of falling behind academically due to academic needs such as literacy support, social issues, et cetera.
3. Mentors selected and trained by BBSVC staff will volunteer weekly with the mentee to whom they are assigned. Mentors will be recruited from area high schools, Oxnard College, Ventura College, and CSUCI.
4. BBSVC will provide several youth mentoring programs as follows
  - Sports Buddies Mentorship Program (in-person / supervised)
    - Youth are matched with high school- or college-age students. Meetup activities include a combination of participatory and spectator activities accessible to all ages and ability levels, with the goal of encouraging an active lifestyle, and building Social Emotional Learning.
  - High School Mentor Program (in-person / supervised)
    - High school students mentor elementary or middle school students, using a weekly, S.T.E.A.M.-based curriculum based that includes enrichment activities, speakers, field trips, and discussions. High School Mentors will also dedicate time each week to supporting mentees with literacy.
5. BBSVC agrees to maintain appropriate professional liability and workers compensation insurance to cover the BBSVC staff, and will continue to provide proof of insurance as requested by OSD.
6. BBSVC will provide data and assistance when needed for collaborative grants. BBSVC staff will collect and share data necessary for program evaluation, as required by local, state and federal evaluation requirements.
7. BBSVC will also work with students from OSD in the agency's community-based mentorship program. School personnel may refer at-risk youth who need a mentor outside of school hours, prioritizing those youth who come from single-parent, kinship, or foster family households.

The Oxnard School District agrees to the following:

1. Provide student referrals to the BBSVC Site-Based Mentor Program.
2. Provide appropriate indoor and outdoor space for one-to-one mentoring and group activities to occur during after-school programs, taking into account weather needs.
3. Provide adequate storage space for BBSVC materials, equipment, and paperwork.

4. Provide support and facilitate the work of the bilingual case manager, developing a cohesive team of professionals to work with the program.
5. Allow collection of data to reflect grades, attendance, discipline referrals and any other information necessary for the evaluation of the program per grant requirements.

Each agency retains exclusive rights and responsibilities over their own employees.

### **Indemnification**

Oxnard School District (OSD) shall save, defend, hold harmless, and indemnify the Provider (its employees, officers, directors, and agents) from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of OSD or its board members, officers, employees, volunteers, or agents occurring in connection with or in any way incident to or arising out of this Agreement, except for liability resulting from the active negligence, sole negligence, or willful misconduct of the Provider.

Big Brothers Big Sisters of Ventura County (BBSVC) shall save, defend, hold harmless, and indemnify the Oxnard School District (District, board members, employees, volunteers, and agents) from and against any and all losses, damages, liabilities, claims, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property arising from all acts or omissions to act of Provider or its employees, officers, directors, or agents occurring in connection with or in any way incident to or arising out of this Agreement, except for liability resulting from the active negligence, sole negligence, or willful misconduct of the Oxnard School District.

### **Memorandum of Understanding Coverage**

Either party, upon thirty (30) days written notice, may cancel this Memorandum of Understanding.

Lisa A. Franz, Director, Purchasing  
Oxnard School District  
1051 S. A Street  
Oxnard, CA 93030

Lynne West, CEO  
Big Brothers Big Sisters of Ventura County  
555 Airport Way, Suite D  
Camarillo, CA 93010



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/29/2021

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).

<b>PRODUCER</b> Tolman & Wiker Insurance Services, LLC 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		<b>CONTACT NAME:</b> Danielle Markmann <b>PHONE (A/C, No, Ext):</b> (805) 585-6112 <b>E-MAIL ADDRESS:</b> dmarkmann@tolmanandwiker.com	<b>FAX (A/C, No):</b> (805) 585-6112
<b>INSURED</b> Big Brothers Big Sisters of Ventura County, Inc 555 Airport Way #D Camarillo CA 93010		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Nonprofits' Insurance Alliance of CA	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 20/21 GL/D&amp;O

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		2020-18351	11/16/2020	11/16/2021	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 500,000	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
A	DIRECTORS & OFFICERS			2020-18351-DO-NPO	11/16/2020	11/16/2021	LIMIT:	1,000,000
							AGGREGATE:	2,000,000

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

GL: Certificate Holder is Additional Insured as respects to operations of the Named Insured per form CG20260413. Endorsement applies only as required by current written contract on file.

**CERTIFICATE HOLDER****CANCELLATION**

Oxnard School District 1051 South A Street  Oxnard CA 93030	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
  2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

**Agenda Section:** Section C: Academic Agreement

### **Ratification of Agreement/MOU #21-101 – BOOST Collaborative (DeGenna/Shea)**

---

BOOST Collaborative will provide virtual and in-person training in the topics of leadership, professionalism, classroom management, and student engagement strategies for the After School Program staff.

**Term of Agreement:** August 26, 2021 through June 30, 2022

#### **FISCAL IMPACT:**

Not to Exceed \$17,000.00 – ASES

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment and Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-101 with BOOST Collaborative.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #21-101, BOOST Collaborative \(1 Page\)](#)

**Memorandum of Understanding and Responsibility  
Between Oxnard School District and  
BOOST Collaborative**

The scope of this document is to define the roles and responsibilities of BOOST Collaborative (Consultant) in providing professional development to staff working with the afterschool program in Oxnard School District (District). The purpose is to provide leadership, professionalism, classroom management and student engagement strategies for the staff.

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

**I. Consultant**

**A. Workshops**

1. Consultant will provide a series of 5 workshops offered three times for a total of 15 workshops. Workshops will be offered online via Zoom.
2. Consultant will provide one workshop in-person.
3. Workshops will cover Professionalism and Leadership, Communication, Classroom Management, Customer Service and Student Engagement activities.

**B. Fees**

1. Total cost of program will not exceed \$17,000

**II. Oxnard School District agrees to:**

- A. Schedule appropriate staff to attend workshops including but not limited to Oxnard Scholars program and Oxnard School District teacher liaisons.

Tia Quinn will monitor this agreement to oversee implementation of project activity in coordination with the Director Enrichment and Special Programs. This memorandum of understanding and responsibility agreement shall be effective upon signature and board approval. The agreement will be in effect from August 26, 2021-June 30, 2022.

Agreed and Signed for the Oxnard School District



\_\_\_\_\_

Tia Quinn, BOOST Collaborative

7-21-21

Date

\_\_\_\_\_

Lisa A. Franz, Director, Purchasing

\_\_\_\_\_

Date

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

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

**Approval of Agreement/MOU #21-102 – New Dawn Counseling & Consulting Inc.  
(DeGenna/Nocero)**

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New Dawn Counseling & Consulting Inc. will provide licensed Marriage, Family Therapist Interns, (MFT), registered with the California State Board of Behavioral Science Examiners, to work in conjunction with school administrators and Outreach Specialists to provide mental health services, as requested by the parent/guardian, to students in the Oxnard School District. Both individual and group supervision by a licensed Clinical Supervisor to the MFT Intern will be provided. New Dawn Counseling & Consulting Inc. and their MFT Interns will respect and work in conjunction with Oxnard School District policies and procedures. The Clinical Supervisor and/or Counseling Center Manager will maintain ongoing communication with relevant school personnel as needed.

**Term of Agreement:** August 26, 2021 – June 30, 2022

**FISCAL IMPACT:**

No charge to the Oxnard School District.

**RECOMMENDATION:**

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-102 with New Dawn Counseling & Consulting Inc.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #21-102, New Dawn Counseling & Consulting Inc. \(3 Pages\)](#)  
[Certificate of Insurance \(1 Page\)](#)

## 2021-22 Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into by and between

New Dawn, Counseling and Consulting Inc.

and

Oxnard School District.

**Purpose:** The purpose of this MOU is to provide licensed Marriage, Family Therapists and/or Marriage, Family Therapist Interns (MFT) or Masters in Work Interns (MSW), registered with the California State Board of Behavioral Science Examiners to work in conjunction with school administrators, School Counselors and Outreach Specialists to provide mental health services as requested by the parent/guardian of the clients attending that particular school. New Dawn, will provide individual and group supervision by a licensed Clinical Supervisor to the MFT/MSW Intern. The MFT/MSW Intern will respect and work in conjunction with the school staff and District policies and procedures. The Clinical Supervisor and/or Counseling Programs Manager will maintain ongoing communication with relevant school personnel as needed.

**Term:** The term of this MOU shall commence August 26, 2021 and shall terminate June 30, 2022.

**Compensation:** The Oxnard School District will not be charged for the services provided by New Dawn.

### Description of Services:

#### A. Oxnard School District agrees to the following:

1. A contact person such as the Principal, Assistant Principals, School Counselors and/or Outreach Specialist (under the supervision of site administrator) to whom the LMFT, AMFT or MSW Intern will be responsible.

2. Adequate, confidential office space within the school for the LMFT, AMFT or MSW Intern to provide the above services during school hours of operation.

**B. New Dawn agrees to provide the following:**

1. Licensed Marriage Family Therapists, registered Associate Marriage Family Therapists (AMFT), or Masters in Social Work Interns (MSW) registered with the California State Board of Behavioral Science Examiners to work in conjunction with Ventura County Behavioral health and OSD school administrators and designated staff to provide specialty mental health services as requested by the parent/guardian of clients attending that particular school.
2. Provide individual and group supervision by a licensed Clinical Supervisor to the AMFT/MSW Intern as required by California regulations.
3. The LMFT, AMFT or MSW Intern will respect and work in conjunction with the School District policies and procedures;
4. The Clinical Program Supervisor will maintain ongoing communication with relevant school personnel as needed.

**INSURANCE AND HEALTH**

- New Dawn accepts liability for any and all costs actually incurred in paying any claims for worker's compensation injury or illness for any Intern covered by this agreement. LMFT, AMFT or MSW Interns filing worker's compensation claims will file such claims directly with New Dawn and its insurance carrier.
- New Dawn will name the Oxnard School District as additionally insured in New Dawn's liability insurance and will provide proof of such an endorsement. New Dawn will also provide a certificate of insurance to the District.

- For each LMFT, AMFT or MSW Intern, New Dawn will furnish the District with evidence of fingerprinting registered with the appropriate agency and cleared TB testing.

CONFIDENTIALITY

Under the State and Federal law, the contents of counseling sessions held in schools by the LMFT, AMFT or MSW Intern counselors are confidential. By law, exceptions to confidentiality are made only when the child is in danger to him/herself or others, or in cases of child abuse. The LMFT, AMFT or MSW Intern can communicate with the school contact person if the student and parents/guardians sign a Release of Information.

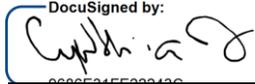
Specific parent consent must be obtained in order for the LMFT, AMFT or MSW Intern to discuss any concern or issue with school personnel.

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

**Authorized Approval:**

New Dawn, CC Inc.

Oxnard School District

DocuSigned by:  
  
9088E31FE22243C... date: 5/18/2021

\_\_\_\_\_ date: \_\_\_\_\_

Signature  
Cynthia Torres  
CEO, New Dawn CC, Inc.

Signature  
Lisa A. Franz  
Director, Purchasing



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

**Agenda Section:** Section C: Personnel Agreement

### **Approval of Agreement #21-105 – Educational Management Solutions (Torres/Nair)**

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Educational Management Solutions (EMS) will perform a Job Classification and Compensation Study by incorporating “essential functions” based job analysis, application of an equity-based point factor classification model specific to the field of education, internal validation, and specific recommendations. In addition, as requested by the District, EMS will provide an external market survey of the current salaries.

**Term of Agreement: September 1, 2021 through June 30, 2022**

#### **FISCAL IMPACT:**

\$79,995.00 (*including travel and related expenses*) – ESSER II Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Classified Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #21-105 with Educational Management Solutions.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-105, Educational Management Solutions \(2 Pages\)](#)  
[Proposal \(20 Pages\)](#)

## Contract Agreement

This Agreement made and entered into by and between Oxnard School District (District) and Educational Management Solutions LLC (Contractor) on August 25, 2021 agrees as follows:

WHEREAS the Contractor has experience in specific knowledge and skills in the development, organization and uses of aspects of human resources services and/or school systems and the District desires to retain the services of Contractor to provide consultation and support services to the District's operations.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

- I. **Term of Agreement.** This Agreement is full force and effect commencing on September 1, 2021, until terminated on June 30, 2022 or pursuant to the provisions of Section X.
- II. **Scope of Services.** The Scope of Services to be performed by Contractor shall include a Job Classification Study as further referenced in *the attached Project Proposal*.
- III. **Amount and Method of Payment.** In consideration of the performance of the Scope of Services set forth in this Agreement, the District shall pay to Contractor the amount \$79,995 including travel and related expenses as further referenced in the project proposal and made part of this Agreement. Payment shall only be made for services upon approval by the District's designated representative. Invoice shall identify project, activity, and payment amount.
- IV. **Indemnification:** Contractor shall indemnify and hold the District harmless from and against any and all liability, loss, damage, cause of action, cost or expense, including reasonable attorneys' fees, arising out of or in any way connected with any negligent or intentional act or omission or any other actionable conduct by Contractor, its officers, employees, agents and/or subcontractors. To the extent permitted by California law, the District shall indemnify and hold Contractor harmless from and against any and all liability, loss, damage, cause of action, cost or expense, including reasonable attorneys' fees, arising out of or in any way connected with any negligent or intentional act or omission or any other actionable conduct by the District, its officers, employees, agents and/or subcontractors (except Contractor).
- V. **Relationship of Parties.** In providing the services described in this Agreement, Contractor shall act as an independent contractor and not as an employee of the District. The relationship between Contractor and District is, and at all times shall remain, solely as an independent contractor relationship, and shall not be, or be construed to be, a joint venture, partnership or other relationship of any nature. In accordance with that relationship, Contractor shall assume all responsibility for any federal and state income tax withholding, social security, disability, and any other deductions from income that Contractor is properly required to make as an independent contractor. The Contractor shall be subject to and shall comply with all Federal, State and local laws and regulations applicable with respect to its performance under this Agreement including, but not limited to: licensing, employment and purchasing practices, and wages, hours and conditions of employment, including nondiscrimination.
- VI. **Limitations on Authority.** Contractor shall not incur any obligations or expenses on behalf of the District, nor shall Contractor have any power or authority to negotiate or enter into any contract with any person on behalf of the District. Further, Contractor shall not represent to any person that they have the authority to incur any obligations or to enter into or negotiate any contracts on behalf of the District.
- VII. **Background Clearance.** Due to the nature of the business and requirements of the District any individual providing services under authorization of the Contractor has successfully passed a background clearance.
- VIII. **Confidentiality of Information.** During the term of this Agreement and any extensions thereof, the District may make available to Contractor confidential information necessary for the Contractor to provide the required scope of services including but not limited to salary information, contractual agreements and/or other documents, as consideration therefore, Contractor expressly warrants:
  - A. It is agreed and understood that such information furnished to the Contractor by the District or their officers, employees or agents, or information received by the Contractor during the performance of services under this Agreement is confidential information, and will not be disclosed by the Contractor by any means to other persons or entities.
  - B. Upon termination of this Agreement, for any reason, Contractor shall promptly return to District all documents and any other information deemed by the District to be of a

confidential nature, and Contractor shall not make copies or facsimiles of same for use or the use of others.

- IX. **Non-Assignment of Work.** This Agreement and the services and obligations to be performed hereunder by Contractor may not be assigned by Contractor. Any attempt at assignment shall be void and unenforceable and shall cause the immediate termination of this Agreement notwithstanding the conditions stated in Section X.
- X. **Termination of Engagement.** The Contractor's services may be terminated by either party without cause upon 30 days written notice to the other party. Upon termination of this Agreement, all of the obligations of the parties shall terminate immediately, except that the District shall, subject to Section III, pay any earned but unpaid compensation to Contractor as soon as practicable.
- XI. **Binding Agreement.** This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors, and assigns. Notwithstanding the above, it is agreed that this Agreement, and the rights, duties and obligations created hereunder are personal to Contractor and may not be assigned by Contractor is indicated in Section IX above.
- XII. **Governing Law.** The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California.
- XIII. **Modification.** No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.
- XIV. **Enforcement.** If any provision or portion of this Agreement is held unreasonable, unlawful or unenforceable by account of competent jurisdiction, the provision will be deemed to be modified to the extent necessary for the provision to be legally enforceable to the fullest extent permitted by applicable law. Any court of competent jurisdiction may enforce any provision of this section or modify any provision in order that the provision can be enforced by the court to the fullest extent permitted by applicable law.
- XV. **Captions.** The headings or captions contained in the Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part thereof.
- XVI. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- XVII. **Integration.** This is the final expression of all items of the Agreement between Contractor and District. There are no promises, statements, verbal understandings, or agreements of any kind, pertaining to this Agreement other than specified herein.

Contact Persons and Addresses:

**Contractor: Educational Management Solutions**

**Client: Oxnard School District**

IN WITNESS WHEREOF, it is deemed that the parties hereto have executed this Agreement on the date and year above written.

**For: Educational Management Solutions  
(EIN 91-1785494)**

Fred Corn, CEO

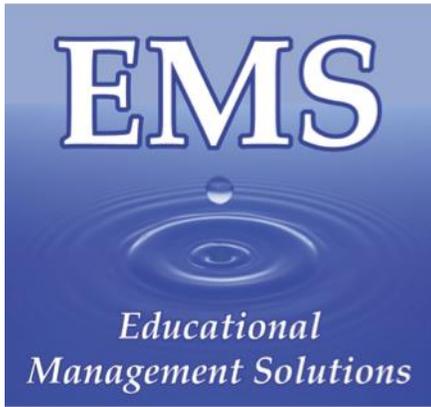


Date: 8/12/2021

**For: Oxnard School District**

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

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



# Educational Management Solutions

Helping  
Schools Navigate the  
Eve Changing  
World of Human  
Resources



## *Proposal*

### **Job Classification and Compensation Study**

Job Description, Legal Compliance and Strategic Compensation Design  
For



**Oxnard School District**  
Empowering All Children to Achieve Excellence

EMS California Office  
P.O. Box 1290 – Murphys, CA 95247  
(855) 840-2100 [www.emsaccess.com](http://www.emsaccess.com)

Your partner in building effective HR Solutions

## Company Introduction & Qualifications

### Educational Management Solutions

A recognized leader in consulting, training and software solutions specifically targeted to meet the Human Resource needs of school systems across the Nation. Exclusively working with public school systems since 1997, EMS clients have included hundreds of school systems throughout the United States. EMS has an unmatched breadth of expertise gained from previous work in both the private and public sectors. Further, we have combined this experience in personnel management, compensation planning, employment regulations, and workers compensation with leading edge computer technology to provide school systems solutions in the development, analysis, management and uses of job information.

<u>Name:</u>	Educational Management Solutions
<u>Structure:</u>	Limited Liability Company (LLC)
<u>California Office Address:</u>	P.O. Box 1290 Murphys, CA 95247
<u>Contact Information:</u>	Email – <a href="mailto:sales@emsacces.com">sales@emsacces.com</a> Phone – 1 (760) 889-9591
<u>Date Established:</u>	1992
<u>Submitted By:</u>	T.R. Lin and Fred Corn
<u>Acknowledgement of Addendums:</u>	Educational Management has no completed or pending legal legal/litigation action against it.

**Accurate, defensible  
and understandable  
job information &  
compensation  
structures provide the  
basis for virtually all  
Human Resource  
decisions.**



## **Company Background and History**

Educational Management Solutions (EMS) is recognized as a leader in providing consulting, training and software solutions specifically targeted to meet the Human Resource needs of educational systems across the Nation. Exclusively working with educational systems since 1997, EMS clients have included educational systems throughout the United States. EMS has an unmatched breadth of expertise gained from previous work in both the private and public sectors. The staff of EMS, having practical day-to-day experience in the management of school human resource departments, understands the needs of educational systems. Further, EMS has combined this experience in personnel management, compensation planning, employment regulations, and workers compensation with leading edge computer technology to provide educational systems solutions in the development, analysis, management and uses of job information.

EMS's national presence includes locations in Alabama, California, Wyoming, Kansas, Missouri, New Mexico, Connecticut, and Maryland.

### **Educational System Experience**

Over two decades, Educational Management Solutions has successfully provided job classification and compensation study services to hundreds of school systems across the nation. This experience has provided us a great deal of experience and expertise in working with school boards, employee organizations (union and non-union) and Agency administrators. In addition to numerous school systems across the United States, we are proud to list several Personnel Commission and County Office of Education Districts as clients. Our School system roots, HR expertise and national experience enable us to provide the most effective classification / compensation solution for the Agency. Further, our experience in Washington gives our staff an understanding of Washington districts and structures.

### **Education Based HR Expertise**

The significant amount of school based human resource knowledge, experience and expertise allows EMS staff to provide a wide range of effective, efficient and legally compliant human resource solutions and realistic implementation strategies. EMS staff members have decades of experience in educational system human resource administrative roles. This experience provides EMS with an outstanding understanding of the unique culture and needs of educational systems.

### **Building Partnerships to Find Solutions**

EMS strongly believes in a partnering approach that allows us to truly understand the specific needs of your Agency. Further, our in-depth collaboration with Agency staff allows us to more effectively and efficiently solve problems and create realistic implementation strategies that meet the specific needs of the Agency. From our client-centered planning sessions and communication processes to our comprehensive on and off-site research, needs assessment, training and client support teams, EMS can provide a level of comprehensive assistance that truly is unmatched.

## Educational / Client References

Following is a reference list of several of educational systems that have had classification studies performed by Educational Management Solutions within the past year.

### San Ramon Valley Unified School District

**Contact: Keith Rogenski (925) 552-5500**

Email: krogenski@srvusd.net

Assistant Superintendent of Human Resources  
699 Old Orchard Drive, Danville, CA 94526

Classification and Compensation Study  
Project Manager: Betty Gray

### Napa Valley College

**Contact: Charo L. Albarrán, MPA (707) 256-7105**

Email: calbarran@napavalley.edu

Associate Vice President of Human Resources  
2277 Napa-Vallejo Highway, Napa, CA 94558

Classification and Compensation Study  
Project Manager: Betty Gray

### Saugus Union Elementary School District

**Contact: Jennifer Stevenson (661) 294-5300**

Email: jstevenson@saugususd.org

Assistant Superintendent of Human Resources  
24930 Avenue Stanford, Sant Clarita, CA 91355

Classification and Compensation Study  
Project Manager: Fred Corn

### Santa Cruz County Office of Education

**Contact: Troy Cope (831) 466-5751**

Email: tcope@santacruzcoe.org

Human Resources Senior Director  
400 Encinal Street, Santa Cruz, CA 95060

Classification and Compensation Study  
Project Manager: Larry Hunn

## Project Leadership Team

**Betty Gray (Project Management/Data Analysis)** Betty directs the Company's Project Operations. Ms. Gray has over 20 years experience in supervision, labor relations and employee training. Ms. Gray has extensive expertise in analyzing jobs for use in the development of pre-placement medical exams, compensation evaluations and personnel compliance. Ms. Gray will provide overall coordination of the project's team. Ms. Gray is based out of the Western Region Office in Oakland, California.

**T.R. Lin (Project Management/Job Analysis)** Dr. Lin has over 32 years of professional public HR experience in California merit school districts. T.R. started his career as a Personnel Examiner and became the Assistant Personnel Director, Selection with the Personnel Commission of Los Angeles USD; moved on as the Personnel Director and Assistant Superintendent, HR of Bassett USD in Los Angeles County; then served as the HR Director of Desert Sands USD in Riverside County; and retired as the Director, Classified Personnel for La Mesa-Spring Valley SD in San Diego County. Dr Lin is based out of our Southern California Office

## Potential Project Staff

Depending on the timing and specific needs of this project, the following staff members may be available to perform on-site and/or support services for this project.

**Phil Black (Job Analysis)** Phil has a broad background in education. Dr. Black holds two MAs one in English and another in Political Science and holds a Doctorate in Education Leadership. Currently, Phil is completing graduate studies in TESOL (Teaching English to Speakers of Other Languages). Dr. Black has taught since 1991 which includes teaching in a fully online environment. Phil works out of Salina, KS.

**Fred Corn (Project Team Support / Report Analysis)** Fred has 16 years of experience in human resource management with specialization in employee benefits and compensation. Mr. Corn, in addition to his background in school district operations also has a degree in Computer Science and significant experience in programming and application of computer technologies for human resource operations. Mr. Corn is based out of the Central Regional Office in Kansas.

**Don Cooper, Jr. (Job Analyst / Project Team Support)** After completing 20 successful years in the United States Army retiring as a Personnel Officer, Mr. Cooper served for more than two decades in various industries including textiles, healthcare and public education; most recently retiring as the Chief Human Resource Officer at Muscogee County School System in Columbus, GA. He has various certifications including MSHRM, SHRM-SCP, and CGB and is based out of Columbus Georgia.

**Kris Dovalina (Job Analysis)** Kris is a certified Job Analyst and brings over twenty-five years of teaching experience in several school systems. Ms. Dovalina, during her career, has extensive experience in interviewing and hiring both certificated and classified employees. Ms Dovalina has served as a coordinator of Gifted and Talented Education programs, served as a mentor to new teachers and has been involved in the bargaining unit process. Kris is based out of our New Mexico Office.

**Beverly Goldie (Job Analysis)** Beverly has over 20 years of experience as a teacher and administrator in Elementary, Secondary and Adult Educations. In addition to her teaching credential in Elementary and Special Education, Dr. Goldie, has held the administrative positions of Principal, District Bilingual Education Coordinator, and Director of Instruction and Personnel. Prior to joining EMS Dr. Goldie directed the Workforce Development Education for San Joaquin County Office of Education. Ms. Goldie is based out of the Central Office of EMS in Murphys, California.

**Larry Hunn (Data Analysis/Report Development)** Larry has extensive experience in personnel management and workers compensation administration in both the public and private sectors. As a former educator and counselor, Mr. Hunn developed innovative approaches to assist students with special needs in transitioning from school to the workplace. Mr. Hunn is the founder of EMS and is based out of the Central Office in Murphys, California.

**George Mathes (Job Analysis)** George has 35 years of experience in education, including 15 years in human resources management. Mr. Mathes has been a teacher, principal and prior to joining EMS served as a director of human resources. In addition to his responsibilities with the company, Mr. Mathes serves as a regional coordinator for the North Central Association Commission on Accreditation and School Improvement. Mr. Mathes is based out of the Wyoming branch office.

**Cheryl M. Haines (Job Analysis)** Cheryl is a retired business executive, having spent 25+ years in Director and Vice President level roles at tech companies in Silicon Valley. After retirement, Ms. Haines co-founded Silicon Valley Youth Bridge, a non-profit organization offering after school bridge lessons and clubs to 4<sup>th</sup> through 8<sup>th</sup> graders. Cheryl has also worked as a marketing consultant for a variety of organizations including Great Place to Work, Inc., Sumologic, and Symantec. Cheryl is based out of the Western Region Office in Oakland, California.

## Scope of Work

### Benefits of the EMS Approach

During the course of this Study EMS will provide the combination of training and consultation needed to maximize the benefits that can be gained by the District.

- **Nationally Recognized Leader in Educational System Human Resources Consulting:** Working with a consultant that is nationally known for successfully serving only educational systems throughout the United States ensures that the project will be done effectively and accurately.
- **Legally Compliant Function Based Job Descriptions:** A Study based upon the most current, legally compliant and defensible data collection and function-based job description design processes provides the level of defensibility, legal compliance (ADA, FLSA, EEOC, etc.) and usability your school system requires.
- **Highest Level of Employee and Supervisor Buy-In:** Our unique “steering committee”, “focus group” and “supervisor validation” processes ensure the participation of all employees and supervisors that may be impacted by the Study’s recommendations and ensures buy-in of all parties to the study’s process and successful implementation.
- **School Validated Point-Factor Based Internal Wage Equity:** Our proprietary Multi Point-Factor analysis process has been created and validated with assistance from client school systems. This process ensures an analysis with the high level of internal integrity across all job classifications that is critical for understanding the relationships between jobs and the development of compensation structure recommendations.
- **Customized Local Market Study Results:** EMS provides customized market research processes that are based specifically on local (school and non-school) competitors which provides an accurate and up-to-date market salary analysis. This ensures that any final wage adjustment recommendations are based on competitiveness with the local market.
- **Competency Based Prerequisite Job Factors:** Documentation of the Knowledge, Skill, Ability, Responsibility and Working Conditions based competencies that are required to for employees to effectively perform the functions of each job classification assists in accurate hiring and addresses fair pay and prerequisite job factors.
- **Strategic Compensation Structure Planning:** Evaluation of current compensation structures and assistance in the development of *strategic* and *sustainable* compensation structures for all staff classifications as necessary to fully meet the needs, budget conditions and strategic direction of the school system. Further the development of implementation plans that provide direction in a timely and employee friendly manner will be completed.
- **HR Staff and Hiring Supervisor Training:** Throughout the study “steering committee” members, hiring supervisors and Human Resource staff will receive training on the processes used in the Study, the necessary legal requirements (ADA, FLSA, EEOC, etc.) and will learn how to put completed job information to use in multiple ways.

- **Most Widely Used Job Description Software:** Our proprietary *JobsPlus*™ software (the exact same software EMS analysts utilize during the Study) will be licensed for use by District HR representatives. This software is the most widely used job description software used by school systems in the United States and will allow your Human Resource staff to efficiently maintain job information current and provide consistency in Human Resource decision-making for a wide variety of human resource functions.
- **Maximizing the Ongoing Usefulness of Data:** Our goal is to provide all of the information, tools and training necessary for your Human Resource staff to be able to maintain a uniform process for employee related decisions throughout District operations. While EMS staff members are always available to provide assistance, your Human Resource staff will be able to effectively and efficiently utilize, maintain and update job classifications and wage structures provided by the Study.

### Description of Methodology

This is a Compensation Project of approximately 115 support job classifications, 25 professional/management job classifications, and 50 certified teacher job classifications as referenced in documents provided by Oxnard School District. The Project will incorporate “essential functions” based job analysis, application of an equity-based point factor classification model specific to the field of education, internal validation and specific recommendations. In addition, as requested by the District, EMS will provide an external market survey of the current salaries.

Note: While it is strongly recommended that all support, and certified job classifications be studied simultaneously, pricing has been provided if the district were to decide to perform the studies separately in the study pricing section of this proposal.

This Project will be a collaborative effort between the Oxnard School District (District) and Educational Management Solutions (EMS). However, EMS will be responsible for the overall management of the Project, conducting the major processes and ensuring that the outcomes are achieved.

District Participation: The District will assign an individual to act in a coordinating role with EMS. The coordinating role of the District administrative staff will be primarily limited to scheduling Project activities that involve District personnel (e.g. meetings, incumbent focus groups, etc.) and distribution of EMS developed materials for employee feedback.

In addition, Oxnard School District will provide selected Human Resources staff members who will be trained in job “best practice” function-based description design and internal equity based strategic compensation planning.

### **Specific components of the Project will include:**

**Planning:** This phase provides an opportunity to review and confirm the scope of the Project, identify critical activities, analyze the District’s current job descriptions and related practices, develop timelines, and assign specific responsibilities. This planning phase will reduce the Project’s duration and ensure efficient utilization of District resources. This phase includes:

Project Management - During this phase, EMS will meet with District representatives to confirm the classifications for analysis, Project process and timelines. Consideration will be given to the District's desired level of defensibility, resources available, limitations of work setting/schedules and indirect cost factors. Once these factors have been reviewed, the sources of information and the appropriate methods of data collection can be finalized. A Project Plan identifying key Project components, responsibilities and time frames of EMS and District personnel will be the output of this phase. The Plan will serve as a "road map" for the Project.

Project Communications – Under the direction of the District, EMS will hold a variety of communication sessions thorough the project to ensure that employees, labor unions, department heads, and managers stay informed regarding study processes and are able to ask questions regarding process, data, and results.

**Job Analysis:** The overriding philosophy of the Project is to develop reliable and defensible information upon which the Project's recommendations are based. The heart of the Project is the job analysis process. This phase will determine the functions of a job and identify those essential functions in accordance with the Americans with Disabilities Act's guidelines developed by the Equal Employment Opportunity Commission (EEOC). The process will organize, for each job classification, the essential and marginal job functions, the prerequisite requirements, and other related job information. This process will result in the development of up-to-date job descriptions for each classification and serve as the foundation of job information for the Project's Job Valuation and Market Survey phases. **The process will ensure the opportunity for input of every employee currently performing in the studied job classifications.** This phase includes:

Focus Group Interviews - Each job classification will be analyzed through a combination of focus group and/or individual interviews of a sample of employees within each of the studied classifications. Participation of current employees performing the specific job functions has been held to be the most "defensible" process in the development of job information upon which compensation and future employment decisions are based. Employee involvement has the additional benefit of increasing "buy-in" to the final recommendations. The number of incumbents that participate in the Study will be based on a combination of District philosophy and available staff resources. It is estimated that approximately 35 focus groups will be required to gather the required job information.

Validation of Data – Trained EMS representative(s) will meet with immediate supervisors and administrators to review and revise Drafts of collected job information data and to verify specific job specific competencies. EMS and District Human Resources staff will facilitate this process to ensure that the information is complete and accurate.

Job Description Drafts – Draft job descriptions for each studied classification will be developed following validation of the job content by supervisors. The draft job descriptions will contain job information that identifies the "essential" and "marginal" functions as defined by the Americans with Disabilities Act (ADA) and in conformance with the related guidelines of the

Equal Employment Opportunities Commission (EEOC), ensure the functions are related to the purpose of the job, and address other related job information such as prerequisite job requirements of skills, knowledge, abilities, etc. to expand the sample and provide the opportunity for “inclusion” of all employees in the job analysis process, these drafts will be distributed to every incumbent for review prior to development of the recommended job descriptions.

### Why Doesn't EMS Use Position Information Questionnaires?

Best practice research indicates that requiring employees to complete position information questionnaires in an undirected manner is uncomfortable and generally not effective. This method of data collection is typically ***only used in order to save cost, reduce study time and/or when high-quality analysts are not available***. In a 2014 survey performed by the Society of Human Resource Management (SHRM) in collaboration with and commissioned by ACT it was found that the leading method of conducting job analysis is Interviews (50%); followed by Observation (33%); and that Structured Questionnaires were utilized least often (27%). Additionally, in their college textbook *Human Resource Management – 9<sup>th</sup> Edition*, Robert L Mathis & John H Jackson identify some of the major disadvantages of this method as being that “the questionnaire method assumes that employees can accurately analyze and communicate information about their jobs. Employees may vary in their perceptions of the jobs, and even in their literacy.”

Our multi-staged data collection approach which includes 1) Focus Groups (Small group brainstorming interviews) followed by 2) supervisor validation meetings and then 3) distribution of draft job descriptions to all employees during our data collection and job analysis processes. This multi-layered structure maximizes both employee participation and accuracy of results. Small group interview (brainstorming) processes have been identified as “best practice” by industry experts. In a recent SHRM presentation Patricia A. Meglich, Ph.D., SPHR, stated that interviews generate “deep information” and “rich qualitative data”. The Congressional Management Foundation found that these small group – brain storming activities “make the process more enjoyable (and less avoidable) and usually will identify some relevant tasks that staff, working by themselves, may forget to include”. Finally, the authors of the textbook *Human Resource Management – 9<sup>th</sup> Edition* state that especially “For certain difficult-to-define jobs, group interviews are probably most appropriate”.

Over the past two decades, EMS has built upon the “best practice” industry standard practices to develop and perfect a process that is precisely suited for educational systems and allows all employees and supervisors guided opportunities to provide input in an effective and comfortable manner. In addition, this multi-step structure provides the checks and balances needed to ensure no relevant job information is missed and that the most accurate and actionable data possible is provided to our clients.

**Compensation Structure Analysis:** All current District compensation structures and guidelines will be collected and analyzed for strategic planning, format, consistency and overall comparability to the compensation structures of competing school and non-school market sources.

**Job Valuation:** This phase, also identified as *Internal Equity Analysis*, will include analyzing the job information gathered from the job analysis phase utilizing an education-based matrix of thirty-four multi-level classification factors guided by “equal pay” principles. This will provide an analysis of the job’s prerequisite requirements in relation to the degree of Complexity, Skills, Knowledge, Abilities, Responsibility and Working Conditions associated with performing the job. The analysis will serve as the foundation for development of findings regarding the internal equity of the District’s current salary schedules.

The phase will include:

Review of Internal Equity Point Factors - EMS will review with the Steering Committee the multi-point factor job evaluation system. The review provides the Committee with an understanding of internal equity principles of compensation.

Data Analysis - Each job's prerequisite requirements will be rated and a weighted value determined for each classification. Classifications will be ranked based on a job’s weighted value compared to its placement on the salary schedule. Preliminary recommendations regarding appropriate salary schedule placement will result from this internal equity analysis.

### Why Does EMS Use Point-Factor Comparisons?

Point Methods are the most widely used job evaluation method because they are more sophisticated and objective than other (ranking and classification) methods. Advantages of using this system of internal equity analysis include the fact that it reduces supervisor and/or interviewer subjectivity / bias and provides a more comprehensive view of each job classification studied. Finally, this method also evaluates the essential components of every job studied before current pay structure and market competitiveness are considered. This, again, ensures a multi-tiered strategy of 1) internal equity analysis; 2) comparison to current wage structures; and then 3) identifying levels of market competitiveness.

EMS has developed a very sophisticated yet easy to utilize, school specific point-factor analysis rubric consisting of 34 competencies. Over two decades, EMS has worked with client educational systems to identify and refine these competencies and to identify precise wording that is then used to delineate consistent criteria for developing the internal equity structure best suited for each of our client educational systems. These competencies are designed to identify the skills, knowledge, working conditions, levels of responsibility and abilities that incumbents need to possess to successfully complete the functions of each job classification. This process ensures consistency and the highest level of accuracy.

Findings - The data analysis will result in the development of findings with regard to the internal equity of the District's salaries for the studied job classifications. These findings will provide a foundation for recommendations presented in the Study's Final Recommendations.

**Market Survey:** EMS will conduct an analysis of the compensation for comparable positions at Districts and other employers within the competitive marketplace. It is recommended that the market sample be uniform for all studied job classifications to reinforce the "fairness" of the process. In selecting sources to be surveyed, priority will be given to those within the geographic proximity to the District and/or of a similar size and scope. This phase will include:

Design – In consultation with District administration, EMS will confirm with the Steering Committee the organizations to be surveyed and the representative job classifications to serve as benchmarks. While specific numbers cannot be quantified at this time, based on past experience, it is anticipated that a combination of 8 - 12 educational systems and/or mutually identified public agencies and/or private sector employers will be surveyed. Approximately 35% of the current job classifications in each grouping will serve as benchmark classifications. The final numbers of market sources and benchmark classifications will be determined in consultation with the District.

Classification Data Collection – Compensation practices for the matching benchmark positions will be gathered through a combination of surveys and interviews with the appropriate personnel at each of the surveyed Districts. Benchmark jobs often have similar titles in surveyed organizations but not necessarily similar functions and/or prerequisite requirements. When this is the case, only data from jobs with similar functions and prerequisite requirements will be recorded.

Data Analysis – The market salaries and related compensation factors for the benchmark classifications will be analyzed. Selected benchmark classifications will be representative of the job classifications across the ranges of each of the salary schedules of the studied classifications. Other classifications will be slotted as to their relative position to the benchmark classifications within each schedule.

Classification Findings – The data analysis will result in the development of preliminary findings regarding the market competitiveness of the District's salaries for the benchmark classifications. These findings will provide a foundation for recommendations presented in the Study's Final Report.

**Strategic Compensation System Design:** A comprehensive analysis of current compensation structures, District goals and objectives and competing employer compensation structures will be completed. From this information, in conjunction with District leadership, EMS will develop recommended *strategic* and *sustainable* compensation structures for all studied job classifications. This strategic structure will provide the platform necessary to fully meet the needs, budget conditions and strategic direction of the school system. Further, the development of implementation plans that provide direction in a timely and employee friendly manner will be completed.

**Report Development:** A *Classification Study Report of Findings & Recommendations* will be produced that integrates all of the Study components with findings, conclusions, recommendations and implementation strategies. This phase includes:

*Preliminary Findings* - Preliminary findings of both the Internal Equity Analysis and External Market Analysis will be developed and reviewed with the Steering Committee and District Administration for input prior to development of the final recommendations.

*Final Recommendations* - The Study's *Findings & Recommendations* will be submitted to the District for action. The Recommendations will provide the following:

- Recommended Job Descriptions (*Job Classification Specifications*) that are in conformance with applicable laws, rules and regulations.
- Salary placement recommendations of specific classifications based on the integration of findings from the Job Valuation (internal equity) and Market Survey (external equity) analyses.
- Recommended leave structures.
- Recommended salary administration and compensation practices.
- An appeals procedure to address reclassification requests over time.

*Final Recommendations Presentation* – Following development of the Final Recommendations, EMS will be available to make a single presentation of a summary of the Study's Findings and Recommendations if requested at no cost. Additional requested presentations will be provided with charges limited to out-of-pocket expenses.

**Final Recommended Job Descriptions:** Final recommended job descriptions will be provided for final approval and usage. Final job descriptions will contain job information that identifies the “essential” and “marginal” functions as defined by the Americans with Disabilities Act (ADA) and in conformance with the related guidelines of the Equal Employment Opportunities Commission (EEOC), ensure the functions are related to the purpose of the job, and address other related job information such as prerequisite job requirements of skills, knowledge, abilities, etc. In addition, job classifications that meet the exemptions will be identified in the Fair Labor Standards Act (FLSA) will be identified.

These job descriptions, in conjunction with *JobsPlus*™, can be used in a wide variety of ways including: Recruiting, selection, hiring, employee appraisals, staffing analysis, wage planning, ADA accommodations, workers compensation, etc.

**Software Application:** The District will be licensed with the proprietary software *JobsPlus*™ for use in the development and management of job information. The software will contain all of the job information gathered during the course of this Project and will allow the District to continuing maintaining a fair, equitable and defensible process in making job related decisions based on accurate job classification data. This phase would include:

*Software Customization* - Data will be provided in a software format which can be utilized for the development and updating of Job Descriptions, distributing Job Announcements, development of Performance Appraisals and Individual

Work Improvement Plans, and analyze Reasonable Accommodation and/or Early Return-to-Work decisions.

Software Training - District personnel will receive “hands on” training. Training will focus on maintaining collected job information, generating new job descriptions, and utilizing each of the software features.

Software Installation - At the conclusion of training, the District will be provided the most current version of the software *JobsPlus™* in accordance with current licensing agreements.

License & Client Support - EMS will license the software for use by the District through 6/30/2022. The annual software license fee of \$895 will be waived through the end of the overall project.

### Why EMS Allows Clients to Use JobsPlus™?

Educational Management Solutions is committed to providing the ***training and tools you need to maintain accurate job descriptions and classification placements after the completion of the study.***

In addition to the post-study reference materials provided by other consultants, EMS will license Oxnard School District to use our proprietary software *Jobs Plus™* at no additional cost.

Our exclusive *Jobs Plus™* software solution is the most utilized job description design and classification software solution used by school systems across the United States. With this software solution your HR staff will be able to follow a step-by-step process to maintain the accuracy and legal compliance of your job descriptions and related classifications as you walk through an organized ongoing reclassification process with employees and supervisors when functional job changes occur.



In addition, *JobsPlus™* provides reports and analysis for Job Postings, Hiring and Placement, Ongoing Wage equity, Workers Compensation, ADA Accommodation, and Employee Performance Evaluations. With *JobsPlus™*, EMS truly is your partner for effective, school-specific HR Solutions.

**Project Integration:** EMS and District Administration will work jointly to assure acceptance of the process as one that reflected “fairness”. Every effort will have been made to secure input from affected employees and administration prior to making recommendations. EMS personnel will be available for a 90-day period for phone and web-based consultation at no additional cost to assist the District in implementing the recommendations contained in the Project’s *Findings & Recommendations*.

## Project Timeline

Following are projected Project component completion dates. The key factor in maintaining this schedule will be the District's ability to coordinate and schedule resources. The following timeline assumes a start date of is yet to be determined.

<u>ACTIVITY</u>	<u>Approximate Project Timeline</u>
<b>Planning</b>	
<b>Study Management:</b> includes collaboration with District Administration to review scope of Study; identification of primary contacts; defining job classifications and role of steering committee; scheduling initial meeting of committee; scheduling focus groups; reviewing timelines, etc.	TBD
<b>Steering Committee Development &amp; Orientation:</b> includes review of Study activities, overview of processes, and identification of market sources.	Approximately 2 wks after start
<b>Job Analysis</b>	
<b>Begin Data Collection:</b> includes conducting focus group and individual interviews. Focus groups may be completed in two separate onsite visits based on District specifications.	Approximately 4 wks after start
<b>Complete Classification Data Collection:</b> completion of scheduled focus groups. Makeup sessions may be scheduled as appropriate during the course of the study.	Approximately 7 wks after start
<b>Validation of Classification Data:</b> includes development of draft job information collected for distribution to supervisory staff and focus group participants for review.	Approximately 8 wks after start
<b>Return of Classification Data:</b> includes return of draft job analyses for analysis and modification as appropriate.	Approximately 12 wks after start
<b>Final Job Descriptions:</b> includes development of draft job descriptions based on validation process for distribution to all incumbents.	Approximately 18 wks after start
<b>Job Valuation</b>	
<b>Review of Classification Instrument:</b> includes training on process and review of education-based job valuation weighting factors.	Approximately 6 wks after start
<b>Data Analysis:</b> includes job evaluation factor weighting and comparison to salary schedule(s).	Approximately 10 wks after start
<b>Application of Classification Instrument:</b> includes evaluation of all classifications.	Approximately 14 wks after start

## Market Survey

**Design:** includes training on process, identification of Districts and other public/private organizations to be surveyed, and selection of job classifications as benchmarks. Approximately 8 wks after start

**Begin Data Collection:** includes combination of personal and phone interviews with identified survey sources and follow-up phone contact as may be required. Approximately 12 wks after start

**Complete Data Collection & Data Analysis:** includes analysis of market data and identification of additional follow-up as may be required. Approximately 20 wks after start

## Development of Recommendations

**Classification Recommendations:** includes review of preliminary recommendations with District Administration and Steering Committee for input. Approximately 22 wks after start

**Final Recommendations:** includes description of all Study phases, final job descriptions, cost and non-cost recommendations, and implementation planning strategies. Approximately 24 wks after start

## Software Applications

**Software Customization:** includes loading software with Study's information. Approximately 24 wks after start

**Software Training & Update:** includes installation and formal hands-on training of software. Scheduled at District's convenience

**Client Support:** initiated with software license that includes unlimited phone support through June 2021. Following software training

### Notes:

- \* *Completion of Study is dependent on the District's ability to schedule resources within the indicated time frames.*
- \* *Time frames can be adjusted based on the District's requirements.*

## Recommend Appeals Process

Educational Management Solutions and District Administration will work jointly to assure acceptance of the process as one that reflected “fairness”. Every reasonable effort will be made to secure input from employees and gain consensus on information upon which the recommendations are made. However, there are circumstances that can generate questions from specific employees and/or groups of employees. Employees should have an opportunity for a reasonable hearing for their questions. Throughout the appeals process, while responding to employees’ questions the following concepts/distinctions are important.

**Job vs. Position** - A specific employee’s job assignment may require performance of job functions different from the norm due to unique demands of a particular job setting, a supervisor’s expectations, an employee’s interest and desire and/or in situations of providing for growth. None of these situations necessarily would indicate that the employee has a “different job” or is “working out of class” but rather the employee is defining a *position description* versus a *job description*.

**Function vs. Methods or Tasks** - Typically jobs have been defined by a combination of functions, methods, tasks, requirements, etc. The defining of a job by its functions (essential and non-essential) is the most inclusive approach and has been found to be defensible when using as the basis for employment decisions. Job functions are most closely related to the overall purpose of a job with tasks serving as sub components or steps required to complete a function and methods relating to how the job is performed. Often employees may focus on how the job is done rather than that of the purpose of the job as defined by the job functions.

**Changes in Functions** - Due to organizational changes, environmental (site) conditions, different equipment and/or new technology, job functions may be added or deleted or job requirements change over time. This factor is a significant concern in updating all job descriptions is a significant component of the Classification Project.

**Incomplete Data** - During the processes of updating job information there may be instances where the job information collected is incomplete. While every effort is made to keep this situation from occurring it is conceivable that the sample of incumbents that participated in the Project was not representative of the job class as a whole. The validation process provides employees an opportunity to review the focus group data, supervisor’s review and committee review should have eliminated this concern.

The appeal process for the Classification Project and that used for periodic requests for reclassification should be essentially the same. The following suggested guidelines apply equally to both processes:

**Timing** - It is recommended that a specific timeframe (i.e. 30 days annually) be established for appeals or requests for reclassification. This condenses the administrative efforts, allowing the least disruptions to workloads, focuses the effort of all parties to reach sound decisions and is least disruptive to morale.

**Written Documentation** - A Job Classification Review Form developed setting out specific procedures incorporating the following:

- Procedures for submission
- Procedures for review and disposition
- Basis of request by employee

**Basis of Request** - Terminology and definitions should be consistent and understood by all parties, i.e. essential functions, task/method, requirements, etc. The basis of the request should be guided by factual information on how the job differs from that described. Valid basis for review should be focused on the following:

- Essential Functions performed have changed and are at variance with Job Description
- Job Requirements have changed and are at variance with Job Description
- Standards of Performance have changed requiring difference skills, knowledge and abilities
- Initial decisions were based on inaccurate information

**Classification Review Committee** - The District may wish to develop an appeals committee. Such a committee, with the process and authority (fact finding and advisory) clearly defined, can provide both valid input and objectivity to the eventual decision.

**Decision Making Process:** The process may vary based on the stated justification for the request, however, assuming that the initial job data is current, the normal review should focus only the following three areas:

- Evaluation of Published Job Functions. Analysis should ensure that employee's justification statement of new and/or additional functions is not a semantic restatement of a function, a listing of tasks and/or the usual and customary methods of performing the function.
- Review of the Pre-requisite Job Requirements. Due to organizational changes, new equipment, and/or new technology employees may perceive that the job has changed to an extent justifying re-classification. In today's labor market it is not unusual for 50% of the skills and knowledge required for a job to be out of date within 3 years. This is a common trend across all industries and new requirements placed on an employee to maintain performance should not alone be the factor guiding re-classification. Measures can be used to determine how changes over time have impacted the skills, knowledge, abilities, responsibilities and working conditions necessary to perform the jobs' functions. For each job classification over 30 factors were evaluated as part of this Project and review of these factors can provide a level of objectivity for all parties. It is also necessary to determine if changes in job requirements indicate a trend that has impacted all positions or only a few.
- Impact on Internal Relationships. An understanding of how a potential recommendation impacts other positions, the overall salary schedule structure and finances is equally important. Condensing the time period for review can assist in putting the recommendations into perspective in relationship to the overall personnel and financial impact.

## Ongoing Maintenance of Job Classifications

The final goal of Educational Management Solutions will be to equip your District with the information, training and tools needed to maintain the accuracy of the job description design and compensation structuring provided by the Project itself.

Upon the completion of the classification Project, Educational Management Solutions will provide comprehensive, customized training to your Human Resources staff. Further, we will work with your HR staff and employee groups to design an ongoing reclassification process that will meet the needs your District and complies with all relevant guidelines.

Through the use of this training, our detailed instruction manual and (most importantly) our exclusive *Jobs Plus™* job description design and classification software solution, your HR staff will have all of the tools you need to easily and accurately maintain your job descriptions and related classifications.

Our exclusive *Jobs Plus™* software solution is the most utilized job description design and classification software solution used by school systems across the United States. With this software solution your HR staff will be able to follow a step-by-step process to maintain the accuracy and legal compliance of your job descriptions and related classifications as you walk through an organized ongoing reclassification process with employees and supervisors when functional job changes occur.

## Project Cost and Method of Payment

EMS has analyzed the District's objectives and the following references the Study's phased components as described in the body of the referenced proposal. Also identified are the deliverables of each phase for purposes of monitoring and invoicing. The percentages to the right of each project phase are listed to allow the district to pay "progress payments" as study components are completed".

**The total cost for completion of this study is \$79,995 including all travel, printing, and related expenses. To perform the support and certified components of this study separately or in two concurrent phases, the pricing would be: Support Staff– \$64,995; Certified Staff - \$29,995.**

**Planning – Plan Development:** **Payment: 20%**  
The deliverable will be a finalized project schedule detailing activities, targeted completion dates and responsibilities.

**Job Analysis – All Classifications:** **Payment: 30%**  
The deliverable will be completion of the scheduled data collection / focus groups.

**Job Analysis - Validation of Data:** **Payment: 20%**  
The deliverable will be submission of initial drafts of the collected data for validation by supervisors, steering committee members and/or administration.

**Market Survey:** **Payment: 15%**  
The deliverable will be completion of the Market Survey and Analysis for review with District administration.

**Findings & Recommendations:** **Payment: 10%**  
The deliverable will include review of preliminary findings and strategic compensation structure development with District Administration and Steering Committee for additional input.

**Final Recommendations:** **Payment: 5%**  
The deliverable will be completion of the Study with the *Compensation Study Findings & Recommendations*.

**Software Applications: Software/Training/Installation: no additional cost**  
The deliverable will be the software referenced in the *Description of Methodology - Software Applications* section of this proposal. Support will be provided as described until June of 2022 following installation with the annual license support fee of \$895 waived during this period.

**Project Integration:** **limited to out-of-pocket expenses**  
EMS personnel will be available during a 90-day period immediately following submission of the Study's *Findings & Recommendations* for consultation with regard to utilization of developed job information and implementation of the recommendations. Charges to the District will be limited to out-of-pocket expenses for requested on-site activities during this period. An exception will be for the initial presentation, if requested, of the Study's Findings and Recommendations that will be provided at no charge. Services provided related to the Study beyond this 90-day period for requested onsite services will be charged at a rate of \$750 per consultant per day plus expenses.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

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

### **Ratification of Amendment #1 to Agreement #20-126 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)**

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At the Board meeting of February 17, 2021, the Board of Trustees ratified Agreement #20-126 to provide exceptional services to two (2) special education students for the 2020-2021 school year, in the amount of \$53,732.58.

Amendment #1 in the amount of \$537.72, is needed to adjust the previous estimated cost for student #RR103108, for a new total agreement amount of \$54,270.30.

#### **FISCAL IMPACT:**

\$537.72 – Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-126 with VCOE for Paraeducator services in the amount not to exceed \$537.72.

#### **ADDITIONAL MATERIALS:**

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

[Agreement #20-126, Ventura County Office of Education \(2 Pages\)](#)



# ADDENDUM TO AGREEMENT

June 21, 2021

RR103108

Oxnard School District  
Agreement # OX91A-20/21

School Attending: Foster Middle School

Amendment to Special Circumstance services as specified below:

ESY minutes are increased.

4. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Paraeducator performing Special Circumstances Educational Support through out the school day for 330 minutes daily. ESY will also be provided at 330 minutes daily.

6. The term of this contract shall begin 6/21/2021 (IEP date~1/20/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2020-2021</u>
	<u>1/22/2021-6/17/2021</u>
	(ESY: <u>6/21/2021-6/30/2021</u> )

Original estimated cost: \$ 24,107.79  
 Increased Amount: \$ 537.72  
**Revised Total of Estimated Cost: \$ 24,645.51**

Requested by: [Signature]  
Special Education Authorized Representative

Date: 7.6.21

Approved by: \_\_\_\_\_  
VCOE Business Services Representative

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

Accepted by: \_\_\_\_\_

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

Title: Director, Purchasing



# AGREEMENT

## For Paraeducator Performing Special Circumstance Services

This Agreement, effective **January 18, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

**EG061410**

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

**Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day for 1944 minutes a week. ESY will be provided at 240 minutes a day.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **1/18/2021 (IEP date~1/12/2021)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2020-2021</u> 1/18/2021-6/11/2021 (ESY: 6/14/2021-6/30/2021)	UPCOMING: <u>2021-2022</u> (ESY: 7/1/2021-7/9/2021) 8/25/2021-1/12/2022
<b>ESTIMATED COSTS</b>	\$ <u>29,624.79</u>	+ \$ <u>TBD</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature-DOR Authorized Representative

Accepted By: [Signature]

Special Education Authorized Representative

Title: Director, Purchasing

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

VCOE Business Services Authorized Representative

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

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

Estimated Cost \$ 29,624.79

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **January 22, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

RR103108

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

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

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 1/22/2021 (IEP date~1/20/2021), and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	PREVIOUS: <u>2020-2021</u>	UPCOMING: <u>2021-2022</u>
	1/22/2021-6/17/2021 (ESY: 6/21/2021-6/30/2021)	(ESY: 7/1/2021-7/16/2021) 8/18/2021-1/20/2021
<b>ESTIMATED COSTS:</b>	\$ <u>24,107.79</u>	+ \$ <u>TBD</u>

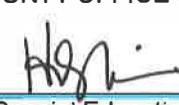
It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: 

Special Education Authorized Representative

Title: Director, Purchasing

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

Business Services Authorized Representative

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

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

Estimated Cost \$ 24,107.79

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

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

### **Ratification of Amendment #2 to Agreement #20-133 with Dr. Michael McQuillan, OD (DeGenna/Jefferson)**

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At the Board Meeting of March 3, 2021, the Board of Trustees ratified Agreement #20-133 with Dr. Michael McQuillan, OD, in the amount of \$6,000.00, to provide Independent Evaluator Services to the Special Education Services Department during the 2020-2021 academic year.

At the Board Meeting of June 2, 2021, the Board of Trustees ratified Amendment #1 with Dr. Michael McQuillan, OD, in the amount of \$6,000.00, to provide additional Independent Evaluator Services to the Special Education Services Department during the 2020-2021 academic year, for a new total agreement amount of \$12,000.00.

Amendment #2, in the amount of \$12,088.00, is required to adjust the final total cost through the end of the fiscal year, for a new total agreement amount of \$24,088.00.

#### **FISCAL IMPACT:**

\$12,088.00 – Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #20-133 with Dr. Michael McQuillan, OD.

#### **ADDITIONAL MATERIALS:**

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

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

[Agreement #20-133, Dr. Michael McQuillan, OD \(15 Pages\)](#)

**Amendment #2 to Agreement #20-133 with  
Dr. Michael McQuillan, OD  
August 25, 2021**

At the Board Meeting of March 3, 2021, the Board of Trustees ratified Agreement #20-133 with Dr. Michael McQuillan, OD, in the amount of \$6,000.00, to provide Independent Evaluator Services to the Special Education Services Department during the 2020-2021 academic year.

At the Board Meeting of June 2, 2021, the Board of Trustees ratified Amendment #1 with Dr. Michael McQuillan, OD, in the amount of \$6,000.00, to provide additional Independent Evaluator Services to the Special Education Services Department during the 2020-2021 academic year, for a new total agreement amount of \$12,000.00.

Amendment #2, in the amount of \$12,088.00, is required to adjust the final total cost through the end of the fiscal year, for a new total agreement amount of \$24,088.00.

By: \_\_\_\_\_  
*Dr. Michael McQuillan, OD*

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

**OXNARD SCHOOL DISTRICT:**

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

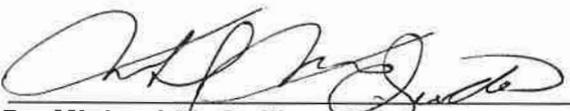
Date: \_\_\_\_\_

Amendment #1 to Agreement #20-133 with  
Dr. Michael McQuillan, OD  
June 2, 2021



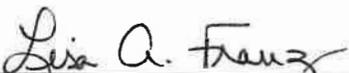
At the Board Meeting of March 3, 2021, the Board of Trustees ratified Agreement #20-133 with Dr. Michael McQuillan, OD, in the amount of \$6,000.00, to provide Independent Evaluator Services to the Special Education Services Department during the 2020-2021 academic year.

Amendment #1, in the amount of \$6,000.00, is required to adjust the total expected cost through the end of the fiscal year, for a new total agreement amount of \$12,000.00.

By:   
Dr. Michael McQuillan, OD

Date: 5/16/21

OXNARD SCHOOL DISTRICT:

By:   
Lisa A. Franz, Director, Purchasing

Date: 6-7-2021

OXNARD SCHOOL DISTRICT

Agreement #20-133

A rectangular stamp with the word "COPY" in a bold, sans-serif font. To the left of the word is a small square containing the letter "C". The stamp is tilted slightly upwards to the right.

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 3rd day of March 2021 by and between the Oxnard School District ("District") and Dr. Michael McQuillan, OD ("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 January 1, 2021 through June 30, 2021 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B "Compensation". The total compensation shall not exceed Six Thousand Dollars (\$6,000.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

 (Initials)

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

 (Initials)

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

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

 (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

 (Initials)

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

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

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

To District: Oxnard School District  
1051 South A Street  
Oxnard, California, 93030  
Attention: Danielle Edwards  
Phone: 805.385.1501, x2175  
Fax: 805.487.9648

To Consultant: Dr. Michael McQuillan, OD  
761 E. Daily Drive, Suite #120  
Camarillo, CA 93010  
Phone: (805) 484.0577  
Fax:  
Email: [gke6349@gmail.com](mailto:gke6349@gmail.com)

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

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

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

26. **Administration.** DANIELLE EDWARDS 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

3-4-2021  
Date

Tax Identification Number: 95-6002318

**DR. MICHAEL MCQUILLAN, OD:**

Michael McQuillan  
Signature

Typed Name/Title

2/22/21  
Date

Tax Identification Number: 77 0280573

Not Project Related

Project #20-133

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-133**

**SERVICES**

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

**\*PER ATTACHED FEE SCHEDULE**

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

**\*PER ATTACHED FEE SCHEDULE**

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

<b>STATUS REPORT FOR ACTIVITY:</b>	<b>DUE DATE</b>
A. N/A	
B. 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

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-133**

**COMPENSATION**

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

Total compensation shall not exceed Six Thousand Dollars (\$6,000.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

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

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

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

**IV. The total compensation for the Services shall not exceed \$6,000.00, as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-133**

**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 #20-133

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 #20-133

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-133**

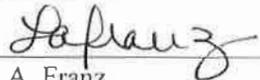
**CONFLICT OF INTEREST CHECK**

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, DR. MICHAEL MCQUILLAN, OD, who will provide Services under the Agreement,  is  is not subject to disclosure obligations.

Date: 3-4-2021

By:   
Lisa A. Franz  
Director, Purchasing

Michael McQuillan, OD  
 761 E. Daily Dr. Suite #120  
 Camarillo, Ca 93010  
 (805) 484-0577

## OPTOMETRY FEE SCHEDULE

Revised date 07/01/2020

92002	Intermediate eye examination, new patient	\$ 229.00
92004	Comprehensive eye examination, new patient	\$ 299.00
92012	Intermediate eye examination, established patient	\$ 199.00
92014	Comprehensive eye examination, established patient	\$ 249.00
92015	Refraction	\$ 86.00
92020	Gonioscopy	\$ 99.00
92025	Corneal Topography	\$ 118.00
92060	Binocular evaluation	\$ 159.00
92064	Vision Training Evaluation, new patient	\$ 370.00
92064-C	Vision Training Evaluation, established patient	\$ 270.00
92065	Vision Training per appointment	\$ 229.00
92065 -C	Vision Training for 24 Sessions	\$ 2900.00
92070	CL Fitting for treatment of disease	\$ 329.00
92082	Visual field examination, intermediate	\$ 229.00
92083	Visual field examination, extended	\$ 259.00
92133	OCT ONH	\$ 219.00
92134	OCT Retina	\$ 219.00
92225	Extended Ophthalmoscop, initial	\$ 239.00
92250	Retinal Photography/Optomaps	\$ 159.00
92285	Ocular Photography, external	\$ 99.00
92310	Fitting and follow-up of contact lenses	\$ 149.00
92310-99	Orthokeratology	\$ 2899.00
92313	Fitting and follow-up/specialty lens	\$ 219.00
99050	Emergency after hours/holiday visit	\$ 379.00
99075	Medical Testimony/ Per Hour	\$ 579.00
99080	Special Writing Report	\$ 309.00
99201	Brief Writing Report, new patient	\$ 219.00
99202	Expanded Writing Report, new patient	\$ 289.00
99203	Limited, new patient	\$ 199.00
99204	Intermediate, new patient	\$ 319.00

99205	Comprehensive, new patient	\$ 349.00
99211	Minimal, established patient	\$ 95.00
99212	Brief, established patient	\$ 129.00
99213	Expanded, established patient	\$ 149.00
99214	Limited, established patient	\$ 249.00
99215	Comprehensive Specialty, established patient	\$ 279.00
99241	Office Consultation, brief	\$ 119.00
99242	Office Consultation, expanded	\$ 239.00
99243	Office Consultation, limited	\$ 199.00
99244	Office Consultation, intermediate	\$ 399.00
99245	Office Consultation, comprehensive	\$ 499.00
99272	Confirmatory (second opinion), brief	\$ 229.00
99273	Confirmatory (second opinion), limited	\$ 269.00
99274	Confirmatory (second opinion), expanded	\$ 329.00
99275	Confirmatory (second opinion), comprehensive	\$ 419.00

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

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

### **Ratification of Agreement #20-183 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)**

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It is recommended that the Board of Trustees ratify the service agreement with Ventura County Office of Education (VCOE) for the 2020-2021 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCPs), including Extended School Year.

**Student:** DG052310 - \$739.37

#### **FISCAL IMPACT:**

\$739.37 – 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 #20-183 with VCOE for Paraeducator services in the amount not to exceed \$739.37.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-183, Ventura County Office of Education \(1 Page\)](#)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **June 28, 2021**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

**DG052310**

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

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 1,650 minutes weekly. ESY will also be provided at 1,650 minutes weekly.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **6/28/2021** (IEP date~6/21/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: CURRENT: 2020-2021  
(including ESY, if applicable) (ESY: 6/28/2021-6/30/2021)

UPCOMING: 2021-2022  
(ESY: 7/1/2021-7/9/2021)  
8/24/2021-9/24/2021

ESTIMATED COSTS: \$ 739.37 + \$ TBD

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

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

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

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

Estimated Cost \$ 739.37

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

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

### **Ratification of Agreement #20-184 – Art Trek Inc. (DeGenna/Jefferson)**

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Art Trek Inc. will work with the Special Education Department to provide Art Trek Site Instructors for Grades K-8th for four weeks during Extended School Year.

**Term of Agreement: June 21, 2021 through July 30, 2021**

#### **FISCAL IMPACT:**

Not to Exceed \$38,010.00 – Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-184 with Art Trek Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-184, Art Trek Inc. \(1 Page\)](#)

OSD AGREEMENT #20-184

ART TREK, INC.

A 501 (C) (3) non-profit organization

SUMMER 2021 AGREEMENT FOR ART SITE INSTRUCTIONAL SERVICES
OXNARD ENRICHMENT FOR SPECIAL EDUCATION STUDENTS

This Agreement for Instructional Services, effective between Oxnard School District, with its address at 1051 South A Street Oxnard, CA 93030 and Art Trek, Inc., with its principal office at 703 Rancho Conejo Blvd. Newbury Park, CA 91320,

Oxnard School District finds that Art Trek is willing to perform certain work described in accordance with the provisions of this Agreement. In consideration of this mutual agreement set forth herein and intending to be legally bound, the parties hereto agree as follows:

SERVICES for grades 1-8:

Art Trek shall provide the following services to your school:

- Art Trek Site Instructors at three schools for grades TK through 8th grades. 10 classes will be taught three days a week for four weeks at two sites, and 6 classes will be taught three days a week for four weeks at one site for a total of 12 days of art with 26 classes total per day.

PAYMENT: Art Trek will be paid as follow

- Program Fee for teaching-Grades TK through 8: To be paid for the classes taught. The classes run approximately 30-45 minutes with a 15-minute passing period to move from class to class, set up, and clean up.

\$75 per class

12 teaching days with 26 classes taught each day.

Teaching Fee:

26 classes per day x 12 days = 312 classes @ \$75 per class totals \$23,400.00

Additional teacher per school for support/sub/additional class \$8,100.00

One teacher training workshop for total of \$3,000.00

Table with 2 columns: Item, Amount. Row 1: Summer Cost. Row 2: Teaching Fee \$34,500.00. Row 3: Materials Fee \$ 3,510.00. Row 4: TOTAL \$ 38,010.00

Material Usage Fee: \$.75 per enrolled student per project.

Based on 15 students per class

26 classes a day for 12 days = 312 classes taught

312 classes x 15 students per class = 4680 student lessons

4680 student lessons x .75 cents = \$3510.00

INVOICING

Materials fee due by June 30, 2021.

Teaching fee to be invoiced at the end of each week of instruction.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue for purposes of legal action shall be Ventura County, California. For the period of 6/21/2021 through 7/30/2021.

If this Agreement meets with your approval, please sign, date, and return so we can move forward!

Nan Young- Director

April 20, 2021
Date

Lisa Franz, Dir of Purchasing

Date

Superintendent Designee

Date

2021 ART TREK, INC. 703 Rancho Conejo Blvd., Newbury Park, CA 91320
Phone and Fax (805) 499-1700 www.arttrek.org

## OSD BOARD AGENDA ITEM

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

**Date of Meeting:** August 25, 2021

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

**Ratification of Agreement #21-91 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**

---

It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2021-2022 school year, to provide exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

**Students 2021-2022:**

<b>JV030409</b>	\$48,237.41	<b>IR033009</b>	\$39,257.65
<b>MA102113</b>	\$38,336.65	<b>SC102507</b>	\$ 2,532.75
<b>EA061212</b>	\$ 7,736.40	<b>DG052310</b>	\$ 7,344.98
<b>JS040110</b>	\$ 6,846.25		

**FISCAL IMPACT:**

\$150,292.09 - 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 #21-91 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$150,292.09.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-91, Ventura County Office of Education \(7 Pages\)](#)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

JV120313

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

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstances educational support in the classroom for 330 minutes daily and during transportation for 60 minutes daily for a total of 390 minutes daily. ESY will be provided at 240 minutes daily in the classroom and 30 minutes daily during transportation for a total of 270 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **7/1/2021 (IEP date~5/6/2021)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:  
(including ESY, if applicable)



UPCOMING: 2021-2022  
(ESY: 7/1/2021-7/9/2021)  
8/18/2021-5/6/2022

ESTIMATED COSTS:

\$ \_\_\_\_\_ +

\$ 48,237.41

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

\_\_\_\_\_  
Signature-DOR Authorized Representative

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

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

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

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

Estimated Cost \$ 48,237.41

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

MA102113

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

Authorized exceptional service(s) shall consist of **Paraeducator performing Special Circumstances services throughout the school day for 330 minutes daily. ESY will be provided at 240 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2021 (IEP date~4/20/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)		UPCOMING: <u>2021-2022</u> (ESY: <u>7/1/2021-7/9/2021</u> ) <u>8/18/2021-4/20/2022</u>
<b>ESTIMATED COSTS:</b>	\$ _____	+ \$ <u>38,336.65</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

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

Title: Director, Purchasing

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

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

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

Estimated Cost \$ **38,336.65**

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

**EA061212**

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

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance support during transportation for 60 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify, and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **7/1/2021** (IEP date~5/13/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)		UPCOMING: <u>2021-2022</u> (ESY: 7/1/2021-7/9/2021) 8/18/2021-5/13/2022
<b>TOTAL ESTIMATED COSTS:</b>	\$ _____	+ \$ <u>7,736.40</u>

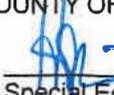
It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

\_\_\_\_\_  
Signature (DOR Authorized Representative)

Accepted By:   
Special Education Authorized Representative

Title: **Director, Purchasing**

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

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

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

Estimated Cost \$ 7,736.40



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

**IS040110**

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

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

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify, and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **7/1/2021** (IEP date~5/20/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)		[REDACTED]		UPCOMING: <u>2021-2022</u> (ESY: 7/1/2021-7/9/2021) 8/18/2021-9/17/2021	
<b>ESTIMATED COSTS:</b>	\$ _____	+	\$ <u>6,846.25</u>		

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

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

**OXNARD SCHOOL DISTRICT**

VENTURA COUNTY OFFICE OF EDUCATION

\_\_\_\_\_  
Signature (DOR Authorized Representative)

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

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

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

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

Estimated Cost \$ 6,846.25



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective July 1, 2021 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

**IR033009**

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

Authorized exceptional service(s) shall consist of Paraeducator performing Special Circumstances Educational Support throughout the school day, 330 minutes daily. ESY will be provided at 240 minutes daily.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 30 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2021 (IEP date~4/28/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)		UPCOMING: <u>2021-2022</u> (ESY: <u>7/1/2021-7/16/2021</u> ) <u>8/18/2021-4/28/2022</u>
<b>ESTIMATED COSTS:</b>	\$ _____	+ \$ <u>39,257.65</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

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

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

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

Estimated Cost \$ 39,257.65



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **July 1, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

**SC102507**

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

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance support during the day for 330 minutes daily and during transportation for 60 minutes daily for a total of 390 minutes daily. ESY will be provided at 240 minutes daily in the classroom and 60 minutes daily during transportation for a total of 300 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **7/1/2021 (IEP date~5/4/2021)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:  
(including ESY, if applicable)



UPCOMING: 2021-2022  
(ESY: 7/1/2021-7/16/2021)

**TOTAL ESTIMATED COSTS:** \$ \_\_\_\_\_ + \$ 2,532.75

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

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

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

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

Estimated Cost \$ 2,532.75



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective July 1, 2021, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

**DG052310**

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

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support through out the school day for 1,650 minutes weekly. ESY will also be provided at 1,650 minutes weekly.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 7/1/2021 (IEP date--6/21/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:  
(including ESY, if applicable)



UPCOMING: 2021-2022  
(ESY: 7/1/2021-7/9/2021)  
8/24/2021-9/24/2021

ESTIMATED COSTS:

\$ \_\_\_\_\_

+

\$ 7,344.98

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature \_\_\_\_\_

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

Special Education Authorized Representative

Title: Director, Purchasing

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

Business Services Authorized Representative

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

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

Estimated Cost \$ 7,344.98

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

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

### **Ratification of Agreement #21-93 – Sunbelt Staffing LLC (DeGenna/Jefferson)**

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Sunbelt Staffing LLC will provide supplemental staffing to the Oxnard School District on an “as needed” basis. Sunbelt Staffing LLC will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. The Oxnard School District will provide all orientation, support, facilities, and training for service providers.

**Term of Agreement:** July 1, 2021 through July 31, 2022

#### **FISCAL IMPACT:**

Not to exceed \$300,000.00 (per attached rate schedule) – 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 #21-93 with Sunbelt Staffing LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-93, Sunbelt Staffing LLC \(9 Pages\)](#)



Sunbelt Staffing, LLC (hereafter referred to as "Sunbelt") and

Oxnard School District

whose location is

*(Client Name)*

1051 South A St.

Oxnard CA 93030

*(Street Address)*

*(City, State, Zip)*

(hereafter referred to as "Client")

enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Consultants ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate Assignment Confirmation (Addendum A) for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

### 1. Scope of Services.

Sunbelt, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Sunbelt will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers' compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Sunbelt will use its commercially reasonable efforts to find a replacement in a timely manner.

### 2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor that each Consultant shall be an employee of Sunbelt and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Sunbelt agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Sunbelt does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Sunbelt will notify Client in advance of the assignment in order to receive approval of this arrangement.

### 3. Telepractice Services.

Sunbelt, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D – VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

### 4. Insurance.

Sunbelt will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employers Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

### 5. Competency and Licensing.

Sunbelt will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Sunbelt will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Sunbelt will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Sunbelt will make available to Client all appropriate Consultant records that Sunbelt may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. Sunbelt will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

### 6. On-Site Responsibility.

Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Sunbelt is not providing nursing or healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of



practice and acknowledges that Sunbelt is not responsible for the Consultant's on-site performance given that Sunbelt does not have the capacity to provide direct, on-site supervision of daily activity. Client acknowledges that any deviation of the Client's policies and procedures as orientated to Sunbelt's Consultant should be reported in writing and directly to Sunbelt immediately so that Sunbelt may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

#### **7. Employment of Consultants.**

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Sunbelt for a period of one year after the latest date of introduction, referral, or placement or the conclusion of Consultant's assignment through Sunbelt. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Sunbelt upon start date.

#### **8. Equal Opportunity.**

It is the policy of Sunbelt to provide equal opportunity to all Consultants for employment. Sunbelt and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

#### **9. Professional Fees.**

Client will pay Sunbelt based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. Based on current federal, state and/or local legislation, all time worked in excess of eight (8) hours per day will be billed at one and one-half times the regular bill rate. It is Client's responsibility to notify Sunbelt if pre-approval is required for any or all overtime hours prior to any such hours being worked. Client contract with a Consultant requiring relocation, Client will pay a one-time fee of four hundred dollars (\$400.00) to cover travel and relocation expenses for each Consultant assigned to Client facility(ies).

#### **10. Payment Terms.**

Client will be billed on a weekly basis for all services provided during the previous week. Payment is due within fifteen (15) days of receipt of invoices. Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, Sunbelt reserves the right to approve or to discontinue any extension of credit and the terms governing such credit. Should billing disputes arise, Client shall notify Sunbelt in writing within thirty (30) days of the receipt of the disputed invoice. Once the dispute has been addressed and all required corrections/adjustments have been made the original payment terms and default after 30 days will be in place.

#### **11. Administrative Responsibilities.**

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify Sunbelt in writing within three (3) business days of alleged failure. Failure to notify Sunbelt before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify Sunbelt of time sheet and work performed discrepancies.

#### **12. Limitation of Liability.**

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

#### **13. Incident and Error Tracking.**

Client will report to Sunbelt any performance issues, incidents, errors and other events related to the care and services provided by Sunbelt employees. Sunbelt will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.



#### **14. Reporting of Work-Related Injuries.**

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate by the Client and suitable to the setting to which Sunbelt's Consultant has been assigned. Client ensures compliance with all applicable OSHA obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Sunbelt within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Sunbelt concurrently with Client for the purpose of reporting such event to Sunbelt's worker's compensation carrier. If Sunbelt's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Sunbelt and Sunbelt's Consultant.

#### **15. Termination of Contracted Assignment with Cause.**

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered averse to the overall operation of Client. Client may request that Sunbelt facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Sunbelt has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Sunbelt's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Sunbelt's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Sunbelt in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. Sunbelt shall have five (5) business days to refill the position in the event of termination with cause. Should Sunbelt identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant's assignment.

#### **16. Termination of Contracted Assignment without Cause.**

Client may cancel an assignment with sixty (60) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 60-day period of notice. In the event Client is unable to provide sixty (60) days' notice of termination, Client will be billed for sixty (60) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Sunbelt as a result of such cancellation.

#### **17. Guaranteed Minimum Hours.**

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days.

#### **18. Paid Sick Leave.**

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

#### **19. Unscheduled Facility Closure Policy.**

Sunbelt will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by Sunbelt. Sunbelt and Client will



mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of 75% of the regular hourly bill rate for the total hours normally scheduled for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

## **20. Multiple Locations.**

If client requires Consultant to travel to and perform services at more than one location, Client will compensate Sunbelt for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

## **21. Issue Resolution.**

In the event Client encounters an issue that is not satisfactorily resolved by its Sunbelt representative, Client should escalate the issue to the appropriate Sunbelt manager. The Sunbelt manager contact is:

**Sunbelt Division Director, Telephone:** Kim Western, 813-792-3433

## **22. Indemnification.**

To the extent permitted by law, each party will be responsible for damages associated with third party claims to the extent of their respective negligence, willful misconduct or breach of this agreement.

## **23. Confidentiality.**

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement**. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Confidential Information of Sunbelt shall include, but is not limited to, any and all unpublished information owned or controlled by Sunbelt and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Sunbelt and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

## **24. Family Education Rights and Privacy Act.**

Sunbelt shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by Sunbelt and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

## **25. State Retirement System Notice.**

Client acknowledges and agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant s and fulfilling all associated administrative duties. Client shall immediately notify Sunbelt if any Consultant is required to, or voluntarily elects to participate in any such system. In such event, Client shall advise Sunbelt of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client shall withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by the Client shall be deducted from the amount owed to Sunbelt by the Client hereunder. The parties agree that the applicable employee share paid to the system by the Client shall be deducted from the amount due the Consultant by Sunbelt. The Client and Sunbelt expressly acknowledge and agree that if any Consultant is required to, or elects to participate in a retirement system/pension, the Client shall be solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions



to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant’s interest in retirement system/pension.

**26. Conflicts of Interest.**

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party’s business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

**27. Survival.**

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

**28. Governing Law.**

This Agreement shall be governed by the laws of the state of Delaware.

**29. Modification of Agreement.**

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

**30. Entire Agreement.**

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. *(Please return all pages of this Client Services Agreement).*

**Oxnard School District**

**SUNBELT STAFFING, LLC**

Client Name

DocuSigned by:

6/25/2021

Client Representative Signature

Date

*Kimberly Western*

Sunbelt Representative Signature

Date

Lisa A. Franz

Print Name

Print Name

Director, Purchasing

Title

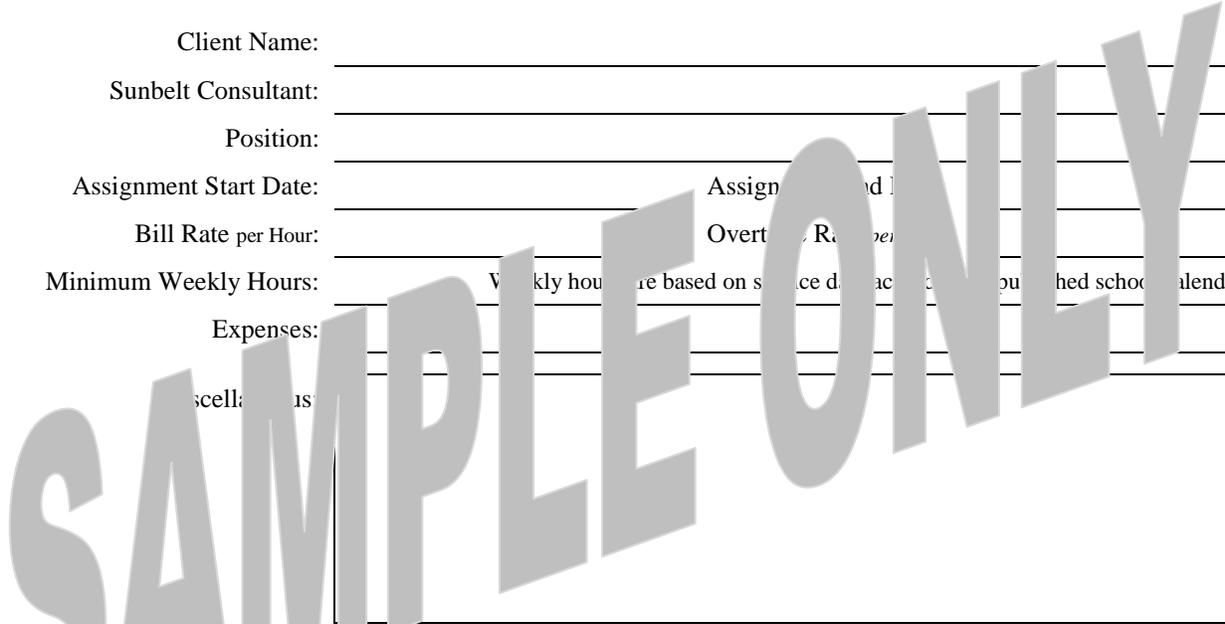
Title



Client Assignment Confirmation (Addendum A)
Education Division

Client agrees to pay Sunbelt for hours worked by Consultant on the following terms:

Client Name:
Sunbelt Consultant:
Position:
Assignment Start Date:
Assignment End Date:
Bill Rate per Hour:
Overtime Rate per Hour:
Minimum Weekly Hours:
Weekly hours are based on service dates according to published school calendar
Expenses:
Miscellaneous:



Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of 12 months after the latest date of introduction, referral, or completion of the assignment.

If Sunbelt Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

All hours are guaranteed if Consultant is quarantined at home due to contracting the COVID-19 virus while on school site.

Option of virtual services will be offered by Sunbelt in lieu of onsite services.

All precaution will be taken by the Client to create a safe and healthy environment.

SUNBELT STAFFING, LLC

Client Name
Client Representative Signature Date
Sunbelt Representative Signature Date
Print Name
Title

\*Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Sunbelt is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.



## Client HR Requirements

Client: Oxnard School District City, State: Oxnard CA 93030

In an effort to provide all necessary documentation for travel healthcare professionals assigned to your facility, we ask that you complete this form to be used as a reference for all personnel placed in your facility.

### Standard Credentialing Package

As part of our Standard Credentialing Package, Sunbelt will provide the following prior to the start of a contracted assignment.

#### **PROFESSIONAL:**

Current CV / Resume  
Current Skills Checklist  
References

#### **LICENSURE**

Professional License  
Professional License Verification

#### **EDUCATION:**

CDC Guidelines for School Professionals  
FERPA Guidelines

#### **BACKGROUND:**

Criminal Background Check  
EPLS/GSA Exclusion Search  
HHS/OIG Search  
Sexual Offender Search  
OFAC Search

#### **MEDICAL:**

Hepatitis B Vaccination / Declination Form  
MMR Vaccination / Declination Form  
Physical Examination Waiver  
10-Panel Drug Screen

### Optional Credentialing

If your district requires any of the following in addition to our Standard Credentialing Package, please indicate below.

**Credentialing Documents should be:**

a. Sent to District prior to assignment start

b. Documented in an Attestation that will be provided to District prior to assignment starts

c. Held on file by Sunbelt and provided should District request

### Licensing Details

Will the contracted professional be permitted to attend Orientation while license is in process?  YES  NO

Will the contracted professional be permitted to start their assignment while license is in process?  YES  NO

### School Calendar Request

Check box to attach

Check to fax to 877-831-8511



**Client Name:** Oxnard School District

**1. Hourly Rates**

Category	Bill Rate per Regular Hour	
Speech Language Pathologist	\$ 76.50-96.90	per hour
Physical and/or Occupational Therapist	\$ 76.50-96.90	per hour
SLPA, PTA and/or COTA	\$ 61.20-76.50	per hour
CFY	\$	per hour
School Nurse – RN/LPN	\$ 45.90-81.60	per hour
Psychologist	\$ 76.50-102.00	per hour
Behavior Specialist	\$ 60-70.50	per hour
Guidance Counselor	\$ 60-70.50	per hour
Social Worker	\$ 60-70.50	per hour
Special Education Teacher	\$	per hour
Life Skills Teacher	\$	per hour
Sign Language Interpreter	\$ 56.10-76.50	per hour
Teacher of the Visually Impaired	\$ 76.50-96.90	per hour
Adaptive Physical Education Teacher	\$	per hour
Orientation and Mobility Specialist	\$ 76.50-96.90	per hour
Music Therapist	\$	per hour
Other: _____	\$	per hour
Other: _____	\$	per hour
Other: _____	\$	per hour
<b>Substitute for any discipline provided</b>	<b>\$ 15.00</b>	<b>per hour additional to rate quoted</b>

2. Rates will increase by a minimum of \$4.00/hour for each consecutive assignment.

3. **Overtime** All hours worked over forty (40) hours in a one-week work period will be billed at one and one-half times the regular bill rate. Work week is defined as Sunday thru Saturday.

No Overtime Hours are authorized under this Agreement

Pre-approval of Overtime Hours Required.

Approval may be given in writing or verbally.

Approval may be given in writing only

4. **Mileage** If assignment involves providing services at more than one facility, travel time between facilities will be billed at the regular hourly rate. Mileage between facilities will be billed at the currently acceptable IRS reimbursement rate.

Client initials: \_\_\_\_\_

Sunbelt initials: DS  
KW



## CONTACT AND INFORMATION SUMMARY

### CLIENT

School, District or Business Name: Oxnard School District

Billing Address: 1051 South A Street

City, State, Zip: Oxnard, CA 93030

Contact Name to Receive Invoice: Christy Garibay

Invoice Email: cgaribay@oxnardsd.org

Invoice Email CC, if applicable: accountspayable@oxnardsd.org

Contact Phone: 805-385-1501 x2175

In an effort to increase efficiency for our Clients, Sunbelt Staffing will email service invoices. Should you wish to opt out of this process, please check here

Invoice Follow-up Contact: Name: \_\_\_\_\_

same as above Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Payment Inquiry Contact: Name: \_\_\_\_\_

same as above Email: \_\_\_\_\_

Phone: \_\_\_\_\_

### SUNBELT STAFFING, LLC

#### Correspondence Address

*Correspondence, Contracts, Contract Addendums, Notices, etc.*

**3687 Tampa Road, Suite 200**  
**Oldsmar, FL 34677**  
 Fax Number: **877-831-8511**

#### Remittance Address

*Only payments should be sent to this address*

**PO Box 934411**  
**Atlanta, GA 31193-4411**

#### Account Representatives

Name: Rita DeLisa  
 Email: rita.delisa@sunbeltstaffing.com  
 Telephone: 813-261-2261

Name:  
 Email:  
 Telephone:

#### Billing Disputes, Purchase Orders and W-9 Requests

Email: [billing@sunbeltstaffing.com](mailto:billing@sunbeltstaffing.com)  
 Fax: 877-831-8511

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

**Agenda Section:** Section C: Academic Agreement

### **Ratification of Agreement/MOU #21-94 – Catalyst Family Inc. – Harrington ECDC (DeGenna/Valdes)**

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This agreement establishes the terms for the use of preschool classrooms between the Oxnard School District and Catalyst Family Inc. (formerly Continuing Development Inc.) to operate a Preschool Program at the Harrington Early Childhood Development Center during fiscal year 2021-2022.

**Term of agreement: July 1, 2021 through June 30, 2022**

#### **FISCAL IMPACT:**

\$40,752.00 paid to Oxnard School District by Catalyst Family Inc.

#### **RECOMMENDATION:**

It is the recommendation of the Director of Early Childhood Education Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #21-94 with Catalyst Family Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-94, Catalyst Family Inc. \(12 Pages\)](#)

**OSD AGREEMENT #21-94**

**AGREEMENT/MEMORANDUM OF UNDERSTANDING REGARDING  
FACILITIES USE BY AND BETWEEN CATALYST FAMILY INC. AND THE  
OXNARD SCHOOL DISTRICT  
HARRINGTON SCHOOL**

This Memorandum of Understanding Regarding Facilities Use (“MOU”) is made between Catalyst Family Inc. (formerly Continuing Development, Inc.) (“Catalyst” or “Lessee”) and the Oxnard School District (“District” or “Lessor”). Catalyst and the District shall sometimes be referred to herein as the “Parties” or individually a “Party”.

WHEREAS, Lessee and Lessor wish to enter into a Site Lease of Real Property (the “Site Lease”) pursuant to which Lessee will occupy one classroom (the “Space” or the “Facility”) on the premises of the District’s Harrington School at 451 South Olive Street, Oxnard, California (the “Harrington Site”);

WHEREAS, Lessor believes that it is in the best interest of Lessor, Lessee, the students and teachers of the District, the parents of the students of the District, and the public to allow Lessee to utilize the Facility pursuant to the terms of this MOU; and

WHEREAS, the parties do not intend this MOU to constitute a lease of real property pursuant to Education Code section 17455, *et seq.*

NOW, THEREFORE, the Parties, in consideration of the mutual covenants, representations, and agreements contained herein, hereby agree as follows:

**Article 1. Term**

1.1 The term of this MOU shall commence on July 1, 2021 and end on June 30, 2022 (the “Term”) subject only to termination in accordance with this MOU. The Term may be extended for additional one-year periods subject to the following conditions:

(a) Lessee shall notify Lessor by February 15<sup>th</sup> of each year requesting extension of the MOU for another year one-year term (hereinafter July 1 through June 30). The Parties shall negotiate in good faith mutually agreeable terms and conditions for such extension. If, prior to the expiration of the Term or any extension thereof, Lessee notifies Lessor that it wishes to extend the term, Lessor may, in its sole discretion, offer Lessee alternative and essentially equivalent premises at another school site within the District, provided that Lessor gives Lessee not less than ninety days prior written notice of its election to do so.

(b) Lessor may deny any and all extensions beyond the Term if there is an uncured breach of this MOU or if Lessor, in its sole discretion, requires the use of the Facility. Lessor shall notify Lessee of its denial by February 28<sup>th</sup> of any year requesting extension.

## **Article 2. Use of the Space**

### **2.1 ALLOCATION OF SPACE.**

Lessor hereby allocates to Lessee, for the term of this MOU, use of the Space in the manner and for the purpose specifically set forth herein.

(a) Shared Space – Shared Use. The Space will be shared by both Lessee and Lessor. Lessee will occupy three rooms for the sole purpose of operating a preschool program (the “Program”) and share the use of the playground and storage areas adjacent to the classroom. The Program will operate congruent to Lessor’s school calendar. Lessee will provide the Lessor, no later than April 30<sup>th</sup> of each year, a copy of the program instructional and staffing calendar for the future fiscal year. Program staff shall use the restrooms in the Administration and Preschool Buildings, shared with others. Lessee and all Program staff shall comply with all rules, regulations, ordinances and requirements of the District and Harrington School. Lessee understands and agrees that it will cooperate with other persons using the premises at Harrington School and will reach amicable arrangements concerning such use.

(b) Lessee acknowledges and agrees that: (i) except as otherwise specifically set forth in this MOU, Lessee has not relied on any representation, statement, or warranty of Lessor or anyone acting for or on behalf of Lessor; (ii) Lessee is taking possession of, and will utilize, the Space based on its own inspection and examination thereof and on an “AS IS” basis; and (iii) Lessor makes no warranty or representation, express or implied, or arising by operation of law, with respect to the Space, including, but not limited to, any warranty of its suitability, condition, habitability, merchantability, fitness for a particular purpose or use with respect to the Space.

### **2.2 SPACE IMPROVEMENTS.**

Lessee may not perform any work, alterations or improvements on any portion of the Space without the prior written consent of Lessor.

### **2.3 REPRESENTATIONS AND WARRANTIES OF LESSEE.**

Lessee represents and warrants to Lessor that:

(a) Lessee is duly organized, validly existing and in good standing under the laws of the State of California, with full power and authority to enter into this MOU. Lessee will maintain good standing and full power and authority at all times during the term of this MOU.

(b) Lessee has full power, authority, and legal right to enter into and perform its obligations under this MOU, and the execution, delivery and performance of this MOU have been duly authorized by all necessary actions on the part of Lessee and do not require any further approvals or consents.

(c) There is no pending or, to the best knowledge of Lessee, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Lessee to perform its obligations under this MOU.

### **Article 3. Permitted Uses**

#### **3.1 ALLOWABLE PURPOSES.**

Lessee shall be entitled to use the Facility solely for the purposes of operating the Program.

#### **3.2 NUISANCE, MISCELLANEOUS.**

Lessee shall not do or permit anything to be done, without the prior written consent of Lessor, in or about the Space nor bring or keep anything therein, that will in any way increase the existing rate of or affect any fire or other insurance upon the Space or its contents, or cause cancellation of any insurance policy covering the Space or any part thereof or any of its contents, nor shall Lessee sell or permit to be kept, used, or sold in or about the Space any articles which may be prohibited by a standard form policy of fire insurance. Lessee shall not do or permit anything to be done in or about the Space that will in any way obstruct or interfere with the rights of other occupants of the Space. Lessee shall not use or allow the Facility to be used for any improper or objectionable purpose, nor shall Lessee cause, maintain, or permit any nuisance in, on, or about the Space. Lessee shall not commit or suffer to be committed any waste in or upon the Space. Lessee shall be responsible for the repair or replacement of any property of Lessor that may be lost, damaged, or stolen.

#### **3.3 COMPLIANCE WITH LAWS, RULES AND REGULATIONS.**

(a) Lessee shall not use the Space or permit anything to be done in or about the Space that will in any way conflict with any applicable law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Lessee shall promptly comply with all applicable laws, ordinances, regulations and governmental rules now in force or which may hereafter be in force relating to or affecting the use or occupancy of the Space. Lessee shall not be responsible for any and all legal compliance or environmental conditions that existed prior to Lessee's occupancy of the Space. Lessee shall assume responsibility for legal compliance to the extent that they are triggered by any modifications or improvements made by Lessee. Nothing in this section is intended to obligate Lessee to be responsible for or require Lessee to regulate the actions of any third parties not under the control of Lessee.

(b) Lessee shall conform with all federal, state, county and local rules and regulations, including facility and professional licensing and certification laws, and shall keep in effect any and all licenses, permits, notices and certificates as are required for the duration of this MOU. Lessee shall further comply with all laws applicable to wages and hours of employment, occupational safety, and fire safety, health and sanitation.

(c) In the performance of this MOU, Lessee shall comply with all applicable provision of the California Welfare and Institutions Code Title 45 of the Code of Federal Regulations, all applicable laws and regulations of the United States, the State of California and Lessor and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereinafter amended or changed. In addition, Lessee shall comply with all rules and regulations set forth in Federal Office of Management and Budget (OMB) Super Circular as applicable to form of entity by which Lessee transacts its business.

#### 3.4 FINGERPRINTING.

Lessee shall ensure that any persons admitted by Lessee to the Space, who are likely to have contact with pupils, will be cleared by a background check pursuant to Section 45125.1 of the California Education Code, at Lessee's expense.

#### 3.5 VACATING.

(a) Upon the termination of this MOU, Lessee shall fully vacate the Space in a reasonably similar condition, minus normal wear and tear, to that which existed at the commencement of this MOU.

(b) Upon the termination of this MOU, Lessee shall remove from the Space any furniture, equipment or other personal property that it placed in or on the Space at its sole expense. If any property not belonging to Lessor is left behind after Lessee vacates the Space, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee.

### **Article 4. Fees**

4.1 During the term of this MOU, Lessee will pay to Lessor a monthly rental fee in the amount of \$3,396.00, calculated on 1,132 square feet at \$3.00 per square foot. Square feet calculation includes classroom and kitchen area, it does not include shared spaces (storage, playground, etc.). The rental fee shall be due on the first of each month. Both parties agree to adjust the rental fee annually based on the Consumer Price Index (CPI). Rental fees are inclusive of utilities and site maintenance.

### **Article 5. Compliance with Laws**

5.1 Lessee shall not cause to occur, and shall take reasonable measures to prevent, any activity on the Facility that might threaten the exterior or structural elements of Lessor's property.

5.2 Lessee shall neither take, nor suffer to be taken, any action that would result in the violation of (or failure to remain in compliance with) any applicable codes, regulations, and/or laws, including, but not limited to, the Field Act, the Americans with Disabilities Act, and any applicable local fire marshal and zoning requirements and ordinances.

## **Article 6. Maintenance and Other Expenses**

### **6.1 FURNISHINGS AND EQUIPMENT.**

Lessee shall be responsible for providing any personal property, including equipment, appliances and furnishings required for the operation of the Space and/or the Program. Facilities and furnishings and equipment provided to Lessee by Lessor, if any, shall remain the property of Lessor.

### **6.2 SITE MAINTENANCE**

Lessor shall provide custodial and facility maintenance services 5 days a week while program is operational.

Facility maintenance will include all plumbing, electrical, HVAC, and building structure repairs. Lessor will maintain all fire prevention systems in accordance with local and state laws.

Custodial (Lessor) services will meet cleanliness requirements of Community Care Licensing (CCL). If Lessor janitorial does not meet CCL standards, subjecting Lessee to a citation and/or fine, Lessee will reserve the right to have the violation corrected immediately by an outside vendor at Lessee's discretion and cost.

Lessee shall maintain the Space in good condition suitable for the Program.

### **6.3 REQUIRED NOTICE – EMERGENCY.**

Lessee shall immediately inform Lessor or its designees of any health and/or safety emergency that may affect the safety of the Space, other schools within the District or any of the District's students, volunteers, employees or teachers. Lessee shall cooperate with, and participate in, any lockdowns or exigent security procedures required by Lessor.

## **Article 7. Indemnification**

**7.1 Lessee's Indemnity Obligation.** To the fullest extent permitted by California law, Lessee shall at its sole expense indemnify, protect, defend and hold harmless Lessor, its officers, agents, employee, agents, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury, death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessee or by any of its officers, agents, employees, elected board members, and volunteers, or by any individual, entity for which Lessee is legally liable, including but not limited to officers, agents, employees or subcontractors of Lessee. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence

or willful misconduct of Lessor, its employees, officers and directors, or caused, or claims caused by dangerous conditions of lessor's real property which arose out of acts or failure to act by Lessor. Except as specifically provided in this Agreement, in no event shall Lessee or its providers be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. Failure of Lessor to monitor compliance with these requirements imposes no additional obligations on Lessor and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessor and its members as set forth herein is binding on the successors and assigns of Lessee and shall survive the termination of this Agreement.

\_\_\_\_\_ (Initials)

**Lessor's Indemnity Obligation.** To the fullest extent permitted by California law, Lessor shall at its sole expense indemnify, protect, defend and hold harmless Lessee and its providers, and its officers, directors, employees, agents and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Lessor or by any officers, agents, employees, elected board members, and volunteers, or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on Lessor real property while Services under this Agreement are being rendered at any school site. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Lessee, its providers, its officials, employees, subcontractors, agents, or volunteers. Except as specifically provided in this Agreement, in no event shall Lessor be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement, Failure of Lessee to monitor compliance with these requirements imposes no additional obligations on Lessee and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Lessee, its providers, employees, and agents as set forth here is binding on the successors and assigns of Lessor and shall survive the termination of this Agreement.

\_\_\_\_\_ (Initials)

**Article 8. Insurance**

**8.1 REQUIRED LESSEE INSURANCE.**

Lessee, at its sole cost and expense, shall obtain and maintain in full force, during the term of this MOU, the following insurance:

(a) Commercial General Liability “occurrence” coverage in the minimum amount of \$1,000,000 for bodily injury and property damage each occurrence and \$2,000,000 annual aggregate, including personal injury and advertising injury liability, \$1,000,000 aggregate, products/completed operations, and \$100,000 fire legal liability. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to this project/location.

(b) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage, including owned (if any, which required symbol 1 coverage), non-owned and hired automobiles.

(c) Workers’ Compensation coverage, in full compliance with California statutory requirements, for all employees of Lessee and Employer’s Liability in the minimum amount of \$1,000,000, and a waiver of subrogation in favor of the District.

(d) Professional Liability coverage in the minimum amount of \$1,000,000 for each claim and \$2,000,000 annual aggregate with a maximum deductible of \$2,500 per claim. Policy shall be maintained for two years after the end of this MOU, including any extensions.

(e) Abuse and Molestation coverage of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

**8.2 INSURANCE REQUIREMENTS**

(a) All the insurance companies providing coverage under this MOU must be A.M. Best rated A, with the exception of the workers compensation insurance if provided by the State Compensation Insurance Fund. Insurance coverage must be provided by California licensed and admitted carriers, with the exception of Professional Liability.

(b) Lessor is to be named as an additional insured as respects work performed by or on behalf of Lessee under the terms of this MOU on all insurance required by this MOU (other than professional liability coverage and workers’ compensation coverage).

(c) All insurance required under this MOU shall be primary coverage as respects Lessor, and any insurance or self-insurance maintained by Lessor shall be in excess of Lessee’s insurance coverage and shall not contribute to Lessee’s coverage. Lessor is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased by Lessee to meet the requirements.

(d) Policies shall not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to Lessor.

### 8.3 COPIES.

Lessee shall provide to Lessor a copy of all Certificates of Insurance and additional insured endorsements, and 30 days' Notice of Cancellation Clause endorsements belonging to Lessee and that apply to Lessee and its use of the Facility.

## **Article 9. Access by Lessor**

9.1 Lessor or its agent(s) shall have the right to enter and/or pass through the Space or any part thereof at any time for any purpose including, without limitation, (a) for the purpose of making repairs in or to the Facility; (b) as required by law or emergency; and (c) to examine the Space. Lessor shall maintain a set of keys to the Space.

## **Article 10. Miscellaneous**

### 10.1 ENTIRE AGREEMENT.

This MOU reflects the sole and entire agreement between the Parties. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

### 10.2 MODIFICATION.

This MOU may only be changed, amended or modified by written agreement of the Parties expressing an intent to change, amend and/or modify this MOU.

### 10.3 GOVERNING LAW & VENUE.

This MOU shall be governed by and construed according to the laws of the State of California. Any action, suit or proceeding by or between Lessee and Lessor shall be brought in the Superior Courts of the State of California, Ventura County.

### 10.4 FORCE MAJEURE

Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the party: (i) gives the other party prompt written notice of such cause and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this section will be extended for a period equal to the duration of the cause.

## 10.5 SEVERABILITY

If any term, covenant, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

## 10.6 COUNTERPARTS

This MOU may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and same MOU.

## 10.7 SUCCESSORS AND ASSIGNS

This MOU shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

## 10.8 ATTORNEYS' FEES

In the event that suit is brought for recovery of the Space or for any sum due hereunder, or because of any act which may arise out of the possession of the Space, by either Party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and fees for consultants and experts.

## 10.9 NOTICES.

All notices required to be given hereunder shall be in writing and served by government or commercial mail service or by facsimile. Either Party may provide updated contact information under this Section by mailing a copy of said change of address/contact information to the addresses noted below.

Notice to Lessor shall be addressed to:

Oxnard School District  
Business & Fiscal Services  
1051 S. "A" Street  
Oxnard, CA 93030  
Attn: Ruth F. Quinto, Assistant Superintendent Business & Fiscal Services

Official Notice shall be given to Lessee at the following address:

Catalyst Family Inc.  
350 Woodview Avenue, Suite 100  
Morgan Hill, CA 95037

Mailing address (for contract signature):

4540 Duckhorn Drive, Suite 202  
Sacramento, CA 95834  
Attn: Susan Dumars, President

## **Article 11. Assignment and Subletting**

11.1 Lessee shall not assign its rights or delegate its duties under this MOU. Lessee shall not sublet or permit the subletting of the Space, or any part thereof, without the prior written consent from Lessor. In addition, Lessee shall not allow any other person and/or entity to use the Space without the prior written consent from Lessor.

## **Article 12. Dispute Resolution**

12.1 Disputes between Lessee and Lessor regarding this MOU shall be resolved using the dispute resolution process described herein.

12.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) the name, addresses and phone numbers of designated representatives of the Party; (2) a statement of the facts of the dispute, including information regarding the attempts to resolve the dispute; (3) the specific sections of the MOU that are in dispute; and (4) the specific resolution sought by the Party. Within five business days from receipt of the notice of dispute, Lessee's representatives shall meet with Lessor's representatives in an informal setting to try to resolve the dispute.

12.3 If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other Party (the responding party) in writing and the Parties shall agree on a mediator within seven business days. The nonbinding mediation procedure shall be entirely informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by Lessee and Lessor. The Parties shall share equally the cost of the mediation.

12.4 Either party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process.

## **Article 13. Default**

### 13.1 DEFAULT BY LESSEE.

The occurrence of any of the following shall constitute a material default and breach of this MOU by Lessee:

(a) Any failure by Lessee to make payments required to be paid hereunder where such failure continues for thirty (30) days after receipt of written notice of such failure to make payments.

(b) Any failure by Lessee to utilize the Space for purposes consistent with this MOU where such failure continues for thirty (30) days after receipt of written notice thereof.

(c) The complete abandonment or vacation of the Space by Lessee for more than 90 days.

(d) A failure by Lessee to observe and perform any of its obligations under this MOU or comply with any applicable law, rule, regulation, ordinances, or requirement, where such failure continues for thirty (30) days after receipt of written notice thereof, unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. Lessee shall not be deemed to be in default if Lessee shall within such thirty (30) day period commence such cure and thereafter diligently prosecutes the same to completion.

(e) At any time prior to the expiration or termination of this MOU, Lessee is unable to pay its debts in the ordinary course of business as they come due.

(f) An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against Lessee, and the same is not discharged within ninety (90) days of commencement.

(g) If Lessee has made any material misrepresentation of any nature in or with respect to any information or data furnished to Lessor in connection with the Space and/or the Program.

### 13.2 WAIVER.

The waiver by Lessor of any breach of any term, covenant, or condition or any breach of the same shall not deem to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

## **Article 14. Remedies for Default and Termination for Cause**

### 14.1 LESSOR REMEDIES.

If Lessee commits any such material default and/or breach as defined in Article 13, then Lessor may, at any time thereafter without limiting Lessor in the exercise of any right or remedy at law or in equity which Lessor may have by reason of such default and/or breach:

(a) Maintain this MOU in full force and effect without terminating Lessee's right to possession irrespective of whether Lessee shall have abandoned the Space. In such case, Lessor may perform all acts it deems necessary to maintain or preserve the Space, including removal of all persons and property from the Space. If Lessee has abandoned the Space and any property not belonging to Lessor has been left behind, Lessor may consider such property as abandoned property and may dispose of it in any manner without any liability, or may, at its option, remove and store such property at the cost of and for the account of Lessee. Lessor may also allow others to use the Space, in which case the MOU shall terminate.

(b) Terminate Lessee's right to possession by any lawful means, in which case this MOU shall terminate and Lessee shall immediately surrender possession of the Space to Lessor. In such event Lessor shall be entitled to recover from Lessee any unpaid invoices for all costs and expenses incurred by Lessor in connection with the termination of Lessee's possession, including, without limitation, any and all consultant and attorney costs and fees.

**Article 15. Termination for Convenience**

15.1 TERMINATION BY LESSEE FOR CONVENIENCE.

Lessee may terminate this MOU for its convenience, by providing 60-days written notice of termination to Lessor.

15.2 TERMINATION BY LESSOR FOR CONVENIENCE.

Lessor may terminate this MOU for its convenience by providing 60 days written notice to Lessee.

**CATALYST FAMILY INC.**

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

Name: Susan Dumars

Title: President

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

**OXNARD SCHOOL DISTRICT**

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

Name: Lisa A. Franz

Title: Director, Purchasing

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

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

**Agenda Section:** Section C: Academic Agreement

### **Ratification of Agreement/MOU #21-95 – Tutorific (DeGenna/Prater)**

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Tutorific will provide OSD selected consultants to conduct educational workshops for Oxnard School District staff during the period of August 5, 2021 through October 31, 2021.

#### **FISCAL IMPACT:**

Not to exceed \$35,000.00 – Title II

#### **RECOMMENDATION:**

It is the recommendation of the Manager of Mathematics and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #21-95 with Tutorific.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-95, Tutorific \(7 Pages\)](#)



Memorandum of Understanding (“MOU”) #21-95  
Between  
**Oxnard School District (“OSD”)**  
1051 South “A” Street, Oxnard, CA 93030  
And Tutorific, LLC (“Tutorific”)



**1. Purpose.** This MOU is entered into for the purpose of providing individuals to conduct educational workshops for OSD Staff (“Staff”).

**2. Term.** The Term of this contract begins on August 5, 2021 and ends on October 31, 2021 (“Term”).

**3. Workshops.** OSD at its sole discretion shall define the nature and schedule of Workshops (“Workshops”) for which Tutorific is providing Consultants (“Consultant” “Consultants”). For the purpose of clarification in this MOU, any event or performance for which OSD has Tutorific provide individuals is also considered a Workshop.

**4. Consultants.** OSD at its sole discretion shall choose Consultants who, by nature of having been selected by OSD, are deemed to be qualified by OSD to present at Workshops. Consultants shall be employees of Tutorific.

**5. Staff.** OSD at its sole discretion shall determine which Staff and how many Staff shall participate in each Workshop.

**6. Consultant Fee.** The gross wage that Tutorific pays to each Consultant (“Consultant Fee”) shall be preapproved by OSD prior to OSD confirming to Tutorific that OSD wishes Tutorific to hire said Consultant. The Consultant Fee shall be \$3,000 gross wages per Consultant.

**7. Fringe.** Thirty-eight percent (38%) of the Consultant Fee (“Fringe”). Fringe shall include all federal and state taxes, Tutorific’s pre-employment expenses, and Tutorific’s expenses and profit.

**8. Pre-Employment Clearances.** Consultants will need to obtain and provide to Tutorific the following clearances and certificates, coordinated by Tutorific, prior to providing services to OSD:

- a. Department of Justice (DOJ) LiveScan Clearance.
- b. A Clear/Negative Tuberculosis (TB) Test
- c. Mandated Reporter Training Certificate
- d. Sexual Harassment Training Certificate
- e. Federal and State Employment Documents

**9. Payment.** Within 30 days of receipt of a proper invoice from Tutorific, OSD shall pay to Tutorific the Consultant Fee and Fringe of any and all Consultants who provide services to OSD under this MOU.

**10. Initial OSD Confirmation Communication.** With sufficient time for Tutorific to process a new employee (ideally two or more weeks), OSD shall provide Tutorific an email containing:

- 10.1 Each Consultant’s
  - 10.1.1 name,
  - 10.1.2 phone number,

- 10.1.3 email address
- 10.1.4 Consultant Fee,
- 10.1.5 Consultant's Category,
- 10.1.6 and a brief explanation of the expectations of the Consultant.

10.2 Each Consultant's

- 10.2.1 a brief explanation and/or title of each Workshop, and
- 10.2.2 whether or not students will be involved in any way with the Workshop,

**11. Commitment.** Once OSD has confirmed to Tutorific the Consultant(s) of OSD's choice and Tutorific makes a commitment to the Consultant(s) for the Consultant Fee, OSD is committed to Tutorific for the Consultant Fee and Fringe paid by Tutorific to Consultant(s).

**12. Supplies.** OSD is responsible for all supplies used by Consultants for Workshops.

**13. Consultant's Expenses.** OSD is responsible for any transportation, lodging, food, and per diem expenses that OSD offers to Consultant and/or that OSD has Tutorific offer to Consultant. Such expenses shall be paid directly by OSD or shall be reimbursed to Tutorific with the normal billing cycle of this MOU.

**14. Billing.** The minimum due to Tutorific as part of this MOU is \$20,700 total for the first Workshop to be held in August for five Consultants with gross wages of \$3,000 per Consultant and the Fringe thereto. Additional Workshops and Consultants may be added by OSD at any time throughout the Term of this MOU. For each additional consultant beyond the original five, Tutorific will invoice at the \$3,000 plus Fringe. The total agreement not to exceed \$35,000.

**15. Rejection of Consultant.** Consultants shall be required to agree to the sharing of information by and between OSD and Tutorific visa vi Pre-Employment Clearances. Any Consultant whose DOJ report shows any record of illegal activity involving a minor shall not be hired. Tutorific shall notify Oxnard School District within 24 hours of notification by the DOJ as part of the Pre-Employment Clearances the name of any Consultant whose DOJ report shows (1) any Felony conviction or (2) any conviction involving drugs or alcohol at which time OSD and/or Tutorific will decide whether or not to hire said Consultant to perform services for OSD. Any Consultant who cannot or will not successfully complete Pre-Employment Clearances shall not be hired by Tutorific and will not be paid. Tutorific will make a good effort to maintain communication with possible Consultants during the pre-employment process and to urge Consultants to complete their Pre-Employment Packet in a timely manner.

**16. Independent Contractor.** Nothing in this MOU will be construed to imply a joint venture or employment.

**17. Student Confidentiality.** Student information shared by OSD, if any, shall be kept confidential by Tutorific.

**18. Incident, Accident, and Child Abuse Reporting.** Consultants shall be under the supervision of OSD while working with any students who may be included in any Workshop and shall be directed to submit a written accident report to the OSD and Tutorific 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.

**19. 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 OSD as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the OSD Superintendent. Tutorific agrees to provide District with copies of required policies upon request.

**20. 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.

**21. 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.

**22. 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, OSD 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)** OSD 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 OSD 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 OSD all information and material as may have been involved in the provision of services whether provided by OSD 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, OSD 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.

**23. Severability Clause.** If any provision of this MOU is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire MOU will be severable and remain in effect.

**24. 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 OSD:  
Lisa Franz  
Director, Director of Purchasing  
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 OSD 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 OSD.

(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. OSD 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 OSD'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 OSD, the consultant will make certain specified government decisions or will perform the same or substantially the same duties for OSD 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: \_\_\_\_\_

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

**Agenda Section:** Section C: Academic Agreement

### **Ratification of Agreement/MOU #21-96 – Ventura County Office of Education (DeGenna/Prater)**

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Ventura County Office of Education (VCOE) will provide a Mathematics Coordinator to work with the Oxnard School District Manager of Mathematics to provide collaboration, planning and presentation support for district PreK-8 Math teachers and administrators.

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

#### **FISCAL IMPACT:**

Not to exceed \$22,000.00 – Title II

#### **RECOMMENDATION:**

It is the recommendation of the Manager of Mathematics, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #21-96 with the Ventura County Office of Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #21-96, Ventura County Office of Education \(1 Page\)](#)

**AGREEMENT #21-96 BETWEEN  
VENTURA COUNTY OFFICE OF EDUCATION AND OXNARD SCHOOL DISTRICT  
FOR PROFESSIONAL LEARNING**

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Department of Curriculum and Instruction staff in training the teachers and administrators of the Oxnard School District, hereafter called “the District.” The purpose is to support staff in the successful implementation of the Common Core State Standards (CCSS) Mathematics.

This serves as a Memorandum of Understanding and Responsibility Agreement that “the District” Manager of Mathematics and the **Ventura County Office of Education Mathematics Coordinator** will work together toward promoting systematic and coherent implementation of the Common Core State Standards (CCSS) Mathematics. 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. **Ventura County Office of Education agrees to:**
  - a. Provide collaboration, planning support and presentation support for district PreK-8 Math teachers and administrators.
  - b. Total cost for collaborative support is not to exceed \$20,000
  - c. Maintain ownership of all documents and data produced in the training session(s).
  
2. **The District agrees to:**
  - a. Provide presentation equipment as requested (e.g., LCD projector, screen and document camera, laptop and/or interactive white board, etc).
  - b. Pay for and provide substitute teachers if they are needed.
  - c. Provide each participant with access to the appropriate set of CCSS standards for Mathematics.
  - d. Support professional learning through regular classroom visits by school administrator(s) to monitor and support implementation of new learning.
  - e. Pay Ventura County Office of Education, up to \$20,000 for CI staff plus additional charges for supplies, materials, and printing costs, not to exceed \$2,000.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented July 1, 2021, until June 30, 2022.

**For the Oxnard School District**

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

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

**For the Ventura County Office of Education**

\_\_\_\_\_  
**Lisa Salas Brown, Associate Superintendent**

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

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

**Agenda Section:** Section C: Academic Agreement

### **Ratification of Agreement/MOU #21-97 – Center for District Innovation and Leadership for Early Education (DIAL EE) (DeGenna/Valdes)**

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This Agreement/MOU establishes the terms for a collaboration with Center for District Innovation and Leadership for Early Education (DIAL EE), in the development of an early education strategy to assist the Oxnard School District to further the alignment of early education with school aged systems. The mini grant provides funding to learn from other districts with similar needs and demographics, focused on alignment of developmentally appropriate curriculum across grades.

**Term of the Agreement:** July 1, 2021 through April 15, 2022

#### **FISCAL IMPACT:**

Funding in the amount of \$5,000.00 paid to Oxnard School District

#### **RECOMMENDATION:**

It is the recommendation of the Director, Early Childhood Education Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #21-97 with Center for District Innovation and Leadership for Early Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-97, Center for District Innovation and Leadership for Early Education \(3 Pages\)](#)  
[Proposal \(2 Pages\)](#)



# Center for District Innovation and Leadership for Early Education (DIAL EE) Mini-Grant Memorandum of Understanding (MOU) July 2021

## Background

The Center for District Innovation and Leadership in Early Education (DIAL EE) works to elevate early education in California school district settings and improve student learning through coherence across the P-12 system. We support a network of early education leaders and their school districts – as well as the larger field – to develop and implement innovative practices through early education strategies that align with and bolster school district systems.

## DIAL EE Learning, Leadership, and Governance Model

Early education leaders participating in the DIAL EE learning community are DIAL EE Fellows, who cycle through a learning process that includes professional learning (content); a peer learning community with other DIAL EE fellows; and technical assistance to support planning, development, and implementation of an early learning strategy within their district.

The ultimate goal of the DIAL EE initiative is for students to access quality early learning programs; thus, the most important expectation is that the early education leaders synthesize their learning and apply it within their districts. Also, the hope is that the insights, innovations, and breakthroughs that leaders gain or develop will be shared within the learning community itself and the broader educational community. Thus, integrated into the learning process are opportunities to both explore and disseminate best practices at conferences, participate in research efforts, and visit model practitioners within and outside the state of California.

## Early Education Strategy

An early education strategy is a school district's approach to aligning early education with K-12 systems, through governance, leadership, visibility, funding, and program implementation. An effective early education strategy will have one or more of the following characteristics:

- A multi-grade perspective (e.g., preschool to 3<sup>rd</sup> grade, prenatal to transitional kindergarten to 5<sup>th</sup> grade)
- A multi-year process that appropriately monitors defined activities, milestones, and outcomes for five to seven years
- A multi-disciplinary partnership (e.g., curriculum, instruction, assessment, mental health, labor, professional development)
- A transdisciplinary solution to a complex issue
- A public agreement between collaborators
- Clear accountability and stated goals, outcomes, milestones, and activities assigned to each partner/collaborator

## DIAL EE Mini-Grants

DIAL EE will provide mini-grants to participating DIAL EE fellows' districts to support planning, development, and implementation of an early education strategy. Funding may be used for activities to



# Center for District Innovation and Leadership for Early Education (DIAL EE) Mini-Grant Memorandum of Understanding (MOU) July 2021

support each fellow's growth as an early education leader and to work within their district to shift culture toward a P-12 vision.

Amount: Up to \$5,000 per district

Period: July 1, 2021 – April 15, 2022

Example of Funded Activities:

- Travel expenses to visit another school district (within CA or to another state)
- Meeting expenses to meet with district and/or community partners
- Supplies and resource materials

## Agreements

### ***District Participants Agree to:***

By signing this agreement, you agree to carry out the DIAL EE mini-grant activities toward planning, development, and implementation of a district early education strategy, as specified below:

- With support from DIAL EE staff, develop a mini-grant proposal, including activities, timeline, budget, partners, and goal(s)/outcome(s).
- Carry out proposed and approved activities.
- Meet with DIAL EE staff, including site visit(s), to support planning and development of an early education strategy.
- Develop a written outline of an early education strategy.
- Submit record of expenditures, using a provided template, and include receipts.
  - Unallowable expenses include purchase of alcohol and any other unallowable expenses, per your district policy.

### ***DIAL EE Agrees to:***

- Provide a \$5,000 mini-grant to DIAL EE fellows to support travel, convenings, or district-specific research
- Provide support and technical assistance, including site visit(s) to each fellow's district, including co-development of the mini-grant proposal and early education strategy outline

## Conclusion

DIAL/EE is committed to supporting robust district and school improvement through collaboration. The mutual agreements outlined above are intended to provide the structure and clarity necessary to ensure participants can fully engage in the work, achieve results, and develop the long-term capacity for improvement.

**MOU Termination date:** The MOU terminates April 15, 2022.



**Center for District Innovation and Leadership for Early Education (DIAL EE)**  
**Mini-Grant Memorandum of Understanding (MOU)**  
**July 2021**

**Signatures**

Director of Purchasing Signature: \_\_\_\_\_

Print Name: **Lisa A. Franz** \_\_\_\_\_

District Early Education Participant Signature: \_\_\_\_\_

Print Name: **Noemi Valdes** \_\_\_\_\_

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

DIAL EE Representative Signature: \_\_\_\_\_

Print Name: **Carla Bryant, Executive Director**

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

CDE Foundation Representative Signature: \_\_\_\_\_

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

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

EIN: \_\_\_\_\_

*Please sign this agreement and forward as a PDF document to Karen Vang at [Karen@DialEE.org](mailto:Karen@DialEE.org).*



Center for District Innovation and Leadership in Early Education

**2021-22 Mini-Grant Proposal Template**

<b>District Name</b>	Oxnard School District
<b>DIAL EE Fellow Name</b>	Noemi Valdes
<b>Proposal Date</b>	July 20, 2021

<b>Early Education Strategy Area(s)</b>	<p><i>(Examples of areas include: curriculum &amp; instruction, assessment, professional development, HR, labor, mental health, fiscal)</i></p> <p>Focus on districts that have established alignment, including:            Instruction (curriculum alignment, developmentally appropriate)            Dual language learning (including biliteracy programs at prek level)            Serving 3 year olds in preschool            Professional development            Autism (significantly disproportionate)</p>
<b>Intended Goal(s)</b>	<ul style="list-style-type: none"> <li>Learn from other districts with similar needs and demographics, focused on the alignment (developmentally appropriate curriculum alignment across grades)</li> </ul>
<b>Potential District Partners</b>	Assistant superintendent; principals; teachers; special education director; director of C&I

**Proposed Activities & Outcomes**

<b>Activity</b>	<b>Outcome</b>	<b>Timeline (Anticipated Date of Activity)</b>
Internal meetings	Identify challenges and solutions Collaboratively plan for TK implementation and expansion of 3 year olds in PreK  Develop TK Plan	July 2021 - April 2022
Site visits (potentially in and outside of CA)	Visit other school districts as a team to learn about ways that TK is implemented and early education is aligned: PK-TK-K-1-2-3	July 2021 - April 2022

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**Estimated Budget**

*Not to exceed \$5000 for the period July 1, 2021 - April 15, 2022*

<b>Activity/Item</b>	<b>Projected Cost</b>	<b>Detail/Calculation</b>
District site visits	\$3750	Team may include: Early Education director, Assistant superintendent; principals; special education director; C&I director; and others as identified  Flights, mileage reimbursement/public transportation/parking, meals, hotel
Internal meetings	\$500	Materials, supplies, meals as needed
ACSA Summit	\$750	November 2021 - hotel (2 nights)
<b>TOTAL</b>		

**Approval (to be completed by DIAL EE staff)**

<b>Approved by DIAL EE Staff Name</b>	Carla Bryant
<b>Approval Date</b>	7/20/2021

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

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

### **Ratification of Agreement #21-99 – Foundation for California Community Colleges (DeGenna/Shea)**

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The California Afterschool Network (CAN), operating under the auspices of The Foundation for California Community Colleges, will provide professional development for the afterschool program staff in the Oxnard School District during the 2020-21 school year. The goal of the professional development is to update each school's program goals and objectives toward these goals.

**Term of Agreement:** August 1, 2021 – June 30, 2022

#### **FISCAL IMPACT:**

\$22,500.00 – ASES

#### **RECOMMENDATION:**

It is recommended by the Director, Enrichment & Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-99 with The Foundation for California Community Colleges.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-99, Foundation for Calif Community Colleges \(6 Pages\)](#)

**OSD AGREEMENT #21-99**



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

**SERVICES AGREEMENT**

**between**

**THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

**and**

**OXNARD SCHOOL DISTRICT**

*Agreement No. 00004820*

**1. Background**

The California Afterschool Network (CAN) is a fiscally sponsored project of the Foundation for California Community Colleges. As such, CAN operates under the auspices of the Foundation, a 501(c)(3) nonprofit organization. The purpose of CAN is to increase access to high quality out-of-school time programs that support the success of California's children and youth. CAN's mission is to provide professionals, advocates, and community members the tools and resources necessary to build high-quality out-of-school time programs in California. As a catalyst for Quality, CAN has been instrumental in leading field based efforts to create the Quality Standards for Expanded Learning in California. Since the adoption of the Quality Standards, CAN has been a leading provider of Technical Assistance on the Quality Standards and the Continuous Quality Improvement process for expanded learning programs in California.

**2. Parties to Agreement**

For the purposes of this agreement the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, on behalf of CAN, is referred to as "FOUNDATION" and Oxnard School District is referred to as "CUSTOMER".

**3. Services**

FOUNDATION shall provide to CUSTOMER five (5) workshop series as set forth in the Scope of Work attached hereto as Exhibit "A" and herein incorporated by reference (the "Services"). CUSTOMER agrees to work closely with FOUNDATION staff and its partners in the performance of Services and shall be available to FOUNDATION's staff and its partners at all reasonable times.

**4. Term, Termination**

4.1 Term. The period of this Agreement is from **August 1, 2021** to **June 30, 2022** ("Term"), or until all funds due to FOUNDATION under this agreement have been paid and all terms and conditions have been satisfied.

4.2 **Termination for Convenience.** Either party shall have the right to terminate this agreement for any reason or no reason, without penalty, at any time by providing the other party with written notice of termination at least thirty (30) calendar days in advance.

4.3 **Termination for Cause.** Either party shall have the right to terminate this agreement, without penalty, within a reasonable time period should the other party be found to be in material breach of this agreement and fails to cure such breach within thirty (30) days after written notice of the same is sent to the other party or within any other time period agreed upon in writing by the parties.

4.4 **Procedures at Termination.** Either party must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses.

## 5. Compensation

The total fee to be paid to FOUNDATION by CUSTOMER for the Services shall not exceed **\$22,500**, including all applicable taxes. Budget detail is set forth in the Proposal attached hereto as Exhibit "A". CUSTOMER shall provide invoicing instructions to FOUNDATION immediately upon execution of this Agreement. If additional work is requested, it will be approved by the Parties in advance and will be billed at the rate of \$4,500 per workshop.

## 6. Indemnification

FOUNDATION shall be liable for and shall indemnify and hold CUSTOMER harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of FOUNDATION, its officers, employees, agents, subcontractors and representatives or violation of this Agreement by FOUNDATION. CUSTOMER shall be liable for and shall indemnify and hold FOUNDATION harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from the fault or negligence of CUSTOMER, its officers, employees, agents, and representatives or violation of this Agreement by the CUSTOMER.

## 7. Notices

All notices and other communications required or permitted to be given under this agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

### FOUNDATION:

#### REPRESENTATIVE/PROGRAM MANAGER (All Programmatic Issues):

Jeff Davis  
Executive Director, CAN  
Foundation for California Community Colleges  
1102 Q Street, Suite 4800  
Sacramento, CA 95811  
916-325-0854  
[jdavis@afterschoolnetwork.org](mailto:jdavis@afterschoolnetwork.org)

CONTRACTS (Contracts Issues Only, including but not limited to Contract Notices):

Contracts Department  
Foundation for California Community Colleges  
1102 Q Street, Suite 4800  
Sacramento, CA 95811  
[contracts@foundationccc.org](mailto:contracts@foundationccc.org)

**CUSTOMER:**

REPRESENTATIVE/PROGRAM MANAGER (All Programmatic Issues):

Ginger Shea  
Manager, Special Programs and Services  
Oxnard School District  
1051 South A Street  
Oxnard, CA 93090  
805-385-1501 x2324  
[gshea@oxnardsd.org](mailto:gshea@oxnardsd.org)

**8. General Provisions**

8.1 Captions and Interpretation. Paragraph headings in this agreement are used solely for convenience, and shall be wholly disregarded in the construction of this agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

8.2 Assignment and Delegation. This agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.

8.3 Anti-lobbying. FOUNDATION shall not use any part of the funds rendered for Services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.

8.4 Non-Discrimination. FOUNDATION shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. CUSTOMER shall comply with the provisions of the Fair Employment and Housing Act (California Government Code §12990(a)-(f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et. seq.)

8.5 Debarment and/or Suspension. CUSTOMER shall comply with Executive Order 12549, Debarment and Suspension. CUSTOMER represents and warrants that CUSTOMER is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

8.6 Entire Agreement. This agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this agreement are hereby deemed rejected by FOUNDATION and shall not be of any effect or in any way binding upon FOUNDATION. To the extent that the terms and conditions of this agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this agreement will prevail.

8.7 Modification of Agreement. This agreement may be modified only by a written agreement dated subsequent to this agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.8 Law to Govern; Venue. This agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this agreement shall be resolved in a state or federal court in Sacramento, California. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts located in Sacramento, California.

8.9 Time is of the Essence. Time is of the essence with respect to all provisions of this agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.

8.10 Construction of Agreement. Both parties have participated in the negotiation and drafting of this agreement. Therefore, the terms and conditions of this agreement shall not be construed against either party as the drafting party.

8.11 Confidentiality. CUSTOMER shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in CUSTOMER's assigned duties and for the benefit of FOUNDATION, any of FOUNDATION's Confidential Information, either during or after CUSTOMER's relationship with FOUNDATION. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have commercial value or other utility in the business in which FOUNDATION is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of FOUNDATION, whether or not such information is identified as Confidential Information by FOUNDATION. This paragraph shall survive the expiration or early termination of this agreement.

8.12 Execution of this Agreement. The Parties agree that this agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this agreement.

8.13 Authority to Bind. The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

8.14 Severability. If any part of this agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this agreement will remain in full force and effect.

8.15 Non-waiver. The failure of either FOUNDATION or CUSTOMER, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this agreement or under law of this agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by FOUNDATION must be in writing.

8.16 Relationship of the Parties. Both parties are independent parties and this agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this agreement.

8.17 Force Majeure. FOUNDATION shall not be liable or deemed to be in default for any delay or failure in performance under this agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of FOUNDATION.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

**CUSTOMER**

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

Print Name: Lisa A. Franz

Title: Director, Purchasing

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

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES**

By: *Jeff Davis*  
Jeff Davis (Jul 15, 2021 16:26 PDT)

Print Name: Jeff Davis

Title: Executive Director, CAN

Date: Jul 15, 2021

**CUSTOMER – second signature, if required**

By: N/A

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

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

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



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

## **EXHIBIT A**

### **SCOPE OF WORK**

CAN shall provide Oxnard School District with 5 fee for service training experiences. The scope of work is as follows:

- CAN will work with the contracting agency to schedule a series of 5 workshop offerings;
- Conduct a virtual planning meeting with the contracting agency to plan each unique workshop;
- Implement each workshop as planned with contracting agency;
- Complete any necessary follow-up.

Additional training will be billed at the rate of \$4,500 per workshop.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

**Agenda Section:** Section C: Academic Agreement

### **Ratification of Agreement/MOU #21-100 – kid-grit, LLC (DeGenna/Shea)**

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Kid-grit is a Social and Emotional curriculum, and kid-grit, LLC will provide training to the After School program staff at all schools this year. The goal of this training is to train staff in the development of social and emotional skills for children.

**Term of Agreement:** August 13, 2021 through June 30, 2022

#### **FISCAL IMPACT:**

Not to exceed \$20,000.00 – ASES Grant Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment and Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #21-100 with kid-grit, LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #21-100, kid-grit LLC \(3 Pages\)](#)



## Oxnard School District and kid-grit 2021/2022

### AGREEMENT #21-100 BETWEEN kid-grit, LLC AND OXNARD SCHOOL DISTRICT FOR ENRICHMENT

The scope of this document is to define the roles and responsibilities of kid-grit and the Oxnard School District (OSD). The purpose is to provide a holistic approach to social emotional learning and mindfulness for schools in Oxnard School District.

This serves as a Memorandum of Understanding and Responsibility Agreement that KID-GRIT and OSD will work together to provide an enrichment program for students in Oxnard. Each agency, according to its defined role, agrees to participate in coordinating, providing, and financing the following services for the purpose of this agreement.

---

kid-grit agrees to:

#### Section A for Grades 6-8:

- Provide one, 2-hour staff training, for 6-8th grade leads on transformational leadership (see below for more on TL)
  - All kid-grit Zoom 2-hour PDs are: \$1,000 per session.
  - One, 2-hour training = \$1,000, if more than 50 participants then add \$500 for an additional kid-grit staff
- Provide training on the kid-grit approach to SEL and curriculum training for any new staff.
  - This consists of *two sets* of 2-hour virtual trainings: *“Raise Them Up”* and *“kid-grit Curriculum Overview”*.



- One, 2-hour training = \$1,000, if more than 50 participants then add \$500 for an additional kid-grit staff
- **Two 2- hour trainings = \$2,000 (Zoom)**
- Provide three scholar **and** staff joint trainings together on the kid-grit approach to SEL, planning and curriculum training- (10 Scholars per site, 10 sites = 100 Scholars)
  - This consists of six, 2-hour trainings "Raise Them Up" and "kid-grit Curriculum Overview."
  - **Option a) Two x 3 sets of trainings = \$6,000 (Zoom)**
  - **Option b) In-person option, kid-grit on site with three trainers, 4-5 hours = \$6,000**
- Provide three ongoing coaching sessions with a kid-grit Ambassador and Oxnard Staff/Scholars per semester totaling six.
  - **Coaching Sessions: \$250 per hour at 6 per year (3 in the fall, 3 in the spring) = \$1,500 (Zoom)**

---

**SECTION A TOTAL: \$12,500**

## **Section B for K-5 grades**

---

kid-grit agrees to:

- Provide *three* (refresher or new for in-person teaching) *staff training* on the kid-grit approach to SEL curriculum training.
  - This consists of *six, 2-hour trainings* "Raise Them Up" and "kid-grit Curriculum Overview."
  - **Two x 3 sets of trainings = \$6,000 (Zoom)**, (17 schools -70 Leads, including 5 subs)



- 10 additional guides to replace lost or damaged current ones.
  - **Each guide is priced at \$100 = \$1,000**

**SECTION B TOTAL: \$7,000**

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2. The OSD agrees to:

- a. Provide site for workshop
- b. Pay a one-time fee of \$100 for the insurance certificate.
- c. Provide presentation equipment as requested.

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 13, 2021-June 30, 2022.

For the Oxnard School District

\_\_\_\_\_

Lisa A. Franz, Director, Purchasing

Date \_\_\_\_\_

For kid-grit

\_\_\_\_\_

Julia Gabor, Founder

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

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

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

### **Ratification of Agreement #21-103 – Alternative Behavior Strategies, LLC (DeGenna/Jefferson)**

---

Alternative Behavior Strategies, LLC will provide consultant services to the Special Education Services Department during the 2021-2022 school year. Services to include applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for students as requested or assigned by their school for services.

**Term of Agreement:** August 1, 2021 through June 30, 2022

#### **FISCAL IMPACT:**

Not to exceed \$500,000.00 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #21-103 with Alternative Behavior Strategies, LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-103, Alternative Behavior Strategies, LLC \(2 Pages\)](#)  
[Certificate of Insurance \(1 Page\)](#)



## OSD AGREEMENT #21-103

### ABS SERVICES AGREEMENT (School/District)

This **AGREEMENT** is made and entered into this 25th day of August 2021, by and between Oxnard School District, hereinafter called the "**School**" and Alternative Behavior Strategies, LLC dba ABS Kids hereinafter called the "**ABS**".

**WHEREAS**, ABS represents that it has specifically trained, experienced, and competent service providers to render the services in this Agreement; and

**WHEREAS**, School has determined that it has a need to enter into this Agreement with ABS for the services described herein.

**NOW THEREFORE**, it is mutually agreed by the parties hereto as follows;

1. **TERM OF AGREEMENT.** The term of this Agreement shall commence on 8/1/2021 and continue for the duration of the 2021-2022 school year.
2. **SCOPE OF WORK.** To provide Applied Behavioral Therapy and related services, including direct behavioral intervention, development, implementation, and supervision for such student(s) as School may request or be assigned for services. Attach additional description, proposals or contracts, if needed.
3. **CONTRACT PRICE.** School agrees to pay ABS the following fees for services rendered:
  - a. *Behavior Intervention Implementation*: \$52/hour
  - b. *Behavioral Intervention Development*: \$80/hour.
  - c. Fees cover all of ABS' expenses, including supplies, travel, lodging, and meals.
  - d. *Invoicing.* ABS will submit periodic invoices to the School at the following address:  
**Attn:** Special Education Dept.  
**Address:** 1051 South A Street, Oxnard, CA 93030

Payment shall be made to the ABS within thirty (30) days from date of the invoice. Where agreed upon in writing by the Parties, additional supporting documentation shall accompany the invoice and indicate, as applicable, any progress completed, milestone achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work, etc.

4. **ASSIGNMENT AND EMPLOYEE BENEFITS** No portion of this Agreement or any of the work to be performed hereunder may be assigned by ABS without written consent of the School, and without such consent all services hereunder are to be performed solely by ABS, its officers, agents, employees and affiliates. ABS shall be responsible for all salaries, payments and benefits for all of its officers, agents and employees in performing services pursuant to this Agreement.

5. **OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY** All products of work performed pursuant to this Agreement shall be the sole property of the School and no reproduction of any portions of the work may be made in any form without the written consent of the School. ABS shall hold in trust for the School and shall not disclose to any person, any confidential information. Confidential information is information which is related to the School's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by non-parties through available public documents.

6. **BACKGROUND CHECKS.** ABS certifies that each provider who renders services under this Agreement has undergone and passed a background check in accordance with ABS' background check policy. Such background check has not revealed any information that in the opinion of ABS should preclude said person from performing services under this Agreement. School shall provide notice of, and ABS agrees to comply with, any government mandated background check as such may be required by the School prior to the start of services.

7. **INSURANCE.** ABS shall provide and maintain for the duration of this Agreement, adequate insurance to fully protect both the ABS and the School from any and all claims of any nature for damage to property or for personal injury including death, which may arise while the ABS is traveling to or from School property, or services-related location.

8. **HOLD HARMLESS LIMITATION OF LIABILITY.** School will hold harmless ABS, its officers, agents and employees from all liability, damages, costs and expense, including attorney's fees that may arise because of injury to person or property, including ABS property caused by, and/or arising from School's negligence or willful misconduct under this Agreement. Under no circumstances shall ABS be liable for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with this Agreement. Without limiting the generality of the forgoing, ABS's aggregate liability to School (whether under contract, tort, statute or otherwise) shall not exceed six (6) months fees for services actually rendered.

9. **CONFIDENTIALITY.** ABS shall treat all student information, student related documentation provided by the School or student's Parent/Guardian in confidence and shall not reveal such information to anyone other than as reasonably required to perform the services under this Agreement.

10. **INDEPENDENT CONTRACTOR.** The relationship of ABS and the School established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any agency or employment relationship between ABS or any of its employees and the School or any of its employees. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

11. **TERMINATION.** School may terminate this Agreement at any time and for any reason by giving written notice to ABS specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination, ABS shall be paid for all services rendered up to the date of such termination.

**IN WITNESS WHEREOF**, the parties hereto execute this Agreement.

**Alternative Behavior Strategies, LLC dba  
ABS Kids**  
BY: \_\_\_\_\_  
Name: Adam Singer, CEO  
Date: \_\_\_\_\_

**Oxnard School District (School)**  
BY: \_\_\_\_\_  
Name: Lisa A. Franz, Director, Purchasing  
Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2022

3/26/2021

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).

<b>PRODUCER</b> Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C. No.):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> 1488710 Alternative Behavior Strategies, LLC 515 S 700 E STE 2a Salt Lake City UT 84102	<b>INSURER A:</b> Great American Insurance Company		16691
	<b>INSURER B:</b> Berkshire Hathaway Homestate Ins Co		20044
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 17073555

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 <input type="checkbox"/> OTHER:	N	N	PAC3705657 01	3/26/2021	3/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	PAC3705657 01	3/26/2021	3/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	UMB 3705659 01	3/26/2021	3/26/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	ALWC240356	3/26/2021	3/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
A	Professional Liability	N	N	PAC3705657 01	3/26/2021	3/26/2022	Each Claim: \$1,000,000 General Aggregate: \$3,000,000

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

**CERTIFICATE HOLDER**
 17073555  
 For Informational Purposes Only
**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

**Agenda Section:** Section C: Academic Agreement

### **Ratification of Agreement #21-104 – California Physical Education-Health Project @ CSU Channel Islands (DeGenna/Prater)**

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Dianne Wilson-Graham will provide Professional Learning for the 6-8th Middle School Physical Education Teachers that includes information on CA PE Standard 5, SEL and PE, and IEP's for PE. Services provided from August 18, 2021 through June 30, 2022.

#### **FISCAL IMPACT:**

Not to exceed \$10,000.00 – Title IV

#### **RECOMMENDATION:**

It is the recommendation of the Manager of Mathematics, and the Assistant Superintendent, Educational Services that the Board of Trustees ratify Agreement #21-104 with California Physical Education-Health Project @ CSU Channel Islands.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-04, California Physical Education-Health Project @ CSU Channel Islands \(1 Page\)](#)

**Agreement**  
Between  
**California Physical Education-Health Project at CSU Channel Islands**  
and  
**Oxnard School District**  
1051 S A Street, Oxnard, CA 93030

**Professional Learning Programs**

**Supporting All Students: Self-responsibility, Social Interaction, & Group Dynamics**

**Description:** The California Physical Education-Health Project (CPE-HP), will design, deliver, and provide leadership for professional learning for middle school physical education teachers during the 2021-22 academic year.

**Date of Services:** August 18, 2021 and two additional dates to be determined.

**Invoice Schedule:** March 1, 2022 \$ 6,920.00  
Fee includes: program and program materials for physical education teachers, and facilitators.

**Facility Specifications** Program will be held at an Oxnard School District facility or online (dependent on current public health requirements).

**Facility will include:** Mixed use space (including: tables and chairs for teacher participants, table for facilitator use, open space for demonstration, projector and screen, and white board.



**Dianne Wilson-Graham**  
Executive Director  
California Physical Education-Health Project



\_\_\_\_\_  
**Stacie Dee**  
**Contracts & Procurement**  
CSU Channel Islands

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Print Name Here: **Lisa A. Franz**

Title: **Director, Purchasing**

**Oxnard School District**

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

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

### **Approval of Revised 2020-21 Compensation for Management and Confidential Employees (Torres)**

---

In order to continue the District's goal to attract and retain highly qualified employees, the following compensation package for the unrepresented Management and Confidential employee groups is presented for the Board's consideration:

- 1.5% off-schedule salary payment and 1.5% on-schedule salary increase, retroactive to 7/1/2020
- The District will make an annual contribution to the health and welfare benefits to the unrepresented Management and Confidential employee groups equivalent to that of the Oxnard Educator Association (OEA) health and welfare benefits, effective Oct 1, 2021.

#### **FISCAL IMPACT:**

The fiscal impact is \$396,000 to be paid out of the general fund.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2020-2021 compensation revisions, as detailed above.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Salary Schedules Management and Confidential\\_08.25.2021](#) (seven pages)

**CERTIFICATED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2020-21**

(effective 7-1-2020)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all certificated management positions of the Oxnard School District.

**Vacation Days.** Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

<b>Management Service</b>	<b>Vacation Days</b>	
	<b>11 Months</b>	<b>12 Months</b>
Years 1 – 3	20	22
Years 4 – 7	21	23
Years 8 – 11	22	24
Years 12 – 15	23	25
Years 16 or more	24	26

**Annual Salary.** An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment:** The annual salary will be divided into 12 equal installments, the first installment to be paid on the last working day of the month, and subsequent installments to be paid on the last working day of each month.

**Stipend for Doctorate.** An annual stipend of \$750 will be granted to management staff with an earned doctorate degree.

**Anniversary Increments.** Anniversary increments in the amount of \$1,205 shall be added to the salary schedule of management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,205, \$2,410, \$3,615, \$4,820, \$6,025, \$7,230 and \$8,435.

**Implementation of Salary Schedule.** Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

<i>Position</i>	<i>Days</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Director, Pupil Services	261	\$121,476	\$132,404	\$144,323
Director, Special Education	261	\$121,476	\$132,404	\$144,323
Director, Curriculum, Instruction & Accountability	261	\$121,476	\$132,404	\$144,323
Director, Dual Language Programs	261	\$121,476	\$132,404	\$144,323
Director, Enrichment and Special Projects	261	\$121,476	\$132,404	\$144,323
Director, Certificated Human Resources	261	\$121,476	\$132,404	\$144,323
Manager, Special Education	261	\$107,508	\$117,179	\$127,726
Manager, Equity, Family and Community Engager	261	\$107,508	\$117,179	\$127,726

**Credit for Out of District Management Experience.** Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted one-half longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

## **SITE ADMINISTRATOR COMPENSATION AND BENEFIT PROGRAM:**

The salary schedule indicated below shall serve as the base for the determination of salaries for all identified positions.

### **Preamble:**

Our policy for the compensation of site administrators is based on a variety of ideas and principles to assist us in making this policy and its impacts on our students and their learning functional. Those principles include:

1. As a function of their heightened responsibility, administrators should be compensated at a higher daily rate than those that they supervise.
2. Salary of site administrators is based on an assumption that there need not be a “salary schedule” as the District will pay for their expertise and competence from the outset. There is no need for additional “steps” as the District’s policy is to pay for experience and competence from the beginning.
3. Administrators can only move to additional compensation alternatives or positions based on their performance in the school, not factors of seniority or longevity. Performance presumes that there is the presence of some evidence to substantiate the performance.
4. It is in the District’s interest to have its site administrators compensation positioned at the same level of the market (i.e., the tri-county area) as the market position of the compensation of other District employee groups, and in no case not below the top half of the market to provide for effective administrative recruitment and retention.

**Annual Salary.** An annual salary is earned during the period beginning August 1 and ending July 31.

**Method of Payment:** The annual salary will be divided into 12 approximately equal installments (eleven (11) installments and one (1) summer pay). The first installment is to be paid on the last business day of August and subsequent installments to be paid on the last business day of each month.

**Stipend for Doctorate.** An annual stipend of \$750 will be granted to site administrators with an earned doctorate degree.

**Stipend for Bilingual Administrator.** An Annual stipend of 2% of the site administrator’s base salary will be granted to each administrator upon verification of fluency in a language determined by the Board of Trustees to be a language in significant usage in within the District. Fluency shall be considered verified by possession of a BCLAD certificate or Bilingual Certificate of Competence, or passage of subtests (III, IV, and V) of the California Subject Examinations for Teachers (CSET): Languages Other Than English (LOTE) with a proficient score determined by the California Commission on Teacher Credentialing.

**Implementation of Salary Schedule.** Initial placement of all site administration employees will be to the non-Master level of the appropriate salary schedule for the position, regardless of their prior position or experience. To advance to the Master level, an Assistant Principal must have the written approval of the Superintendent based on the recommendation and performance evidence provided by the School Principal. For a principal to advance to the Master level, the principal must have recorded action of the Board of Trustees, based on the recommendation and performance evidence provided by the Superintendent

**Duties Assigned Beyond the Regularly Designated Duty Year.** Management employees who are assigned by the Superintendent or designee to administrative duties beyond their regularly designated duty year shall be compensated on a pro-rata basis at their per diem rate of pay.

<i>Description</i>	<i>Days</i>	<i>Daily Rate</i>	<i>Annual</i>
Master Principal, Middle School/K-8	215	\$ 665.02	\$ 142,980
Master Principal Elementary School	210	\$ 630.34	\$ 132,371
Master Asst. Principal, Middle School/K-8	210	\$ 575.32	\$ 120,817
Master Asst. Principal, Elementary School	205	\$ 575.32	\$ 117,941
Principal, Middle School/K-8	215	\$ 630.33	\$ 135,522
Principal, Elementary School	210	\$ 582.69	\$ 122,364
Asst. Principal, Middle School/K-8	210	\$ 562.30	\$ 118,082
Asst. Principal, Elementary School	205	\$ 562.30	\$ 115,271

**Health and Welfare Benefits.** Effective October 1, 2021, the District will make an annual contribution for all Certificated Administrators equivalent to that of OEA district's contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with Ortho
- C. Vision
- D. Life Insurance

**Health and Welfare Benefits for Retirees.** Certificated Administrators Hired prior to June 30, 2012: For any site administrator employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

Site Administrators hired on or after July 1, 2012 will not receive retiree benefits.

**Extended Sick Leave.** During each school year, should a Certificated Administrator exhaust all available sick leave, including all accumulated sick leave, and, due to illness or injury, continues to be absent from his/her duties for an additional period up to five school months, the employee shall receive his/her regular salary minus one-half their per diem rate

An employee shall not be provided more than one five-month period per illness or injury. However, if the school year ends before the five-month period is exhausted, the employee may take the balance of the five-month period in a subsequent school year. (Education Code 44977)

**Retirement Contribution Benefits.** The District shall provide to management the provisions contained in Section 414(h) (2) of the Internal Revenue Code concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

**Professional Organization Membership.** Upon annual written request, and the timely processing of membership by a site administrator the District shall pay the membership dues of site administration employees for the Association of California School Administrators or any other appropriate professional organization approved by the Superintendent.

Board Approved: 8/25/2021

**CLASSIFIED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2020-21**  
(effective 7-1-2020)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all classified management positions of the Oxnard School District.

**Vacation Days.** Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

Management Service	Vacation Days	
	11 Months	12 Months
Years 1 – 3	20	22
Years 4 – 7	21	23
Years 8 – 11	22	24
Years 12 – 15	23	25
Years 16 or more	24	26

**Annual Salary:** An annual salary is earned during the period beginning July 1 and ending June 30.

**Method of Payment:** The annual salary will be divided by the number of months in which paid days occur. The total number of months of service will be paid in equal installments starting with the first month in which service occurs.

**Stipend for Doctorate:** An annual stipend of \$750 will be granted to management staff with an earned doctorate degree.

**Anniversary Increments:** Anniversary increments in the amount of \$1,205 shall be added to the salary schedule of management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,205, \$2,410, \$3,615, \$4,820, \$6,025, \$7,230 and \$8,435.

**Implementation of Salary Schedule:** Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

**Credit for Out of District Management Experience:** Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted one-half longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

**Duties Assigned Beyond the Regularly Designated Duty Year:** Management employees who are assigned by mutual agreement to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

**Health and Welfare Benefits:** Effective October 1, 2021, the District will make an annual contribution equivalent to that of OEA districts contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

**Classified Managers Hired prior to June 30, 2012:** For any Classified Manager employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the

Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

**Classified Managers Hired after July 1, 2012:**

Classified Managers hired on or after July 1, 2012 will not receive retiree benefits.

**Retirement Contribution Benefits:** The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

**Professional Organization Membership:** The District shall pay directly to the organization an amount not to exceed the membership dues of the Association of California School Administrators for management employees who process membership in ACSA or any other appropriate professional organization approved by the Superintendent.

<i>Position</i>	<i>Paid Days*</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Chief Information Officer	261	\$126,152	\$137,501	\$149,878
Director of Classified Human Resources	261	\$121,524	\$132,464	\$144,386
Director of Finance	261	\$111,496	\$121,524	\$132,464
Director of Facilities	261	\$111,496	\$121,524	\$132,464
MEP Maintenance & Energy Programs Manager	261	\$100,920	\$110,410	\$119,899
Director of Network Operations	261	\$ 99,674	\$108,645	\$118,419
Director of Purchasing	261	\$ 95,622	\$104,223	\$113,605
Senior Manager, Maintenance & Operations	261	\$ 92,193	\$100,486	\$109,530
Director of Child Nutrition Services	261	\$ 90,514	\$ 98,657	\$107,537
Risk Manager	261	\$ 90,107	\$ 98,212	\$107,052
Director of Early Childhood Education Programs	261	\$ 85,428	\$ 93,113	\$101,494
Director of Transportation	261	\$ 85,428	\$ 93,113	\$101,494
Accounting Manager/Internal Auditor	261	\$ 76,555	\$ 83,441	\$ 90,952
Enrollment Center Manager	261	\$ 73,546	\$ 80,162	\$ 87,378
Warehouse/Graphics Manager	261	\$ 67,556	\$ 73,633	\$ 80,260
Custodial Services Manager	261	\$ 66,171	\$ 72,136	\$ 78,629
Grounds Manager	261	\$ 66,171	\$ 72,136	\$ 78,629
Maintenance Manager	261	\$ 66,171	\$ 72,136	\$ 78,629
Asst. Director of Child Nutrition Services	261	\$ 63,732	\$ 69,465	\$ 75,717

\*Calendar work days plus holidays

Board approved: 8/25/2021 – increase of 1.5%

**CONFIDENTIAL COMPENSATION AND BENEFIT PROGRAM 2020-2021**

(effective 7-1-2020)

**Salary Schedule:** Designated Confidential Employees will be paid at the appropriate range and step of the salary schedule indicated below.

STEPS						ANNIVERSARY INCREMENTS*				
	A	B	C	D	E	7 Yrs	10 Yrs	15 Yrs	20 Yrs	25 Yrs
Range #						E+\$40	E+\$80	E+\$120	E+\$160	E+\$200
1.0	\$3,032	\$3,185	\$3,342	\$3,512	\$3,685	\$3,726	\$3,766	\$3,807	\$3,848	\$3,888
1.5	\$3,111	\$3,262	\$3,429	\$3,598	\$3,778	\$3,819	\$3,859	\$3,900	\$3,940	\$3,981
2.0	\$3,185	\$3,342	\$3,512	\$3,685	\$3,868	\$3,909	\$3,949	\$3,990	\$4,030	\$4,071
2.5	\$3,262	\$3,429	\$3,598	\$3,778	\$3,971	\$4,012	\$4,052	\$4,093	\$4,133	\$4,174
3.0	\$3,342	\$3,512	\$3,685	\$3,868	\$4,067	\$4,107	\$4,148	\$4,188	\$4,229	\$4,270
3.5	\$3,429	\$3,598	\$3,778	\$3,971	\$4,168	\$4,209	\$4,249	\$4,290	\$4,331	\$4,371
4.0	\$3,512	\$3,685	\$3,868	\$4,067	\$4,274	\$4,314	\$4,355	\$4,396	\$4,436	\$4,477
4.5	\$3,598	\$3,778	\$3,971	\$4,168	\$4,377	\$4,417	\$4,458	\$4,499	\$4,539	\$4,580
5.0	\$3,685	\$3,868	\$4,067	\$4,274	\$4,480	\$4,520	\$4,561	\$4,601	\$4,642	\$4,683
5.5	\$3,778	\$3,971	\$4,168	\$4,377	\$4,594	\$4,635	\$4,675	\$4,716	\$4,756	\$4,797
6.0	\$3,868	\$4,067	\$4,274	\$4,480	\$4,705	\$4,746	\$4,787	\$4,827	\$4,868	\$4,908
6.5	\$3,971	\$4,168	\$4,377	\$4,594	\$4,827	\$4,867	\$4,908	\$4,949	\$4,989	\$5,030
7.0	\$4,067	\$4,274	\$4,480	\$4,705	\$4,940	\$4,980	\$5,021	\$5,062	\$5,102	\$5,143
7.5	\$4,168	\$4,377	\$4,594	\$4,827	\$5,061	\$5,102	\$5,142	\$5,183	\$5,224	\$5,264
8.0	\$4,274	\$4,480	\$4,705	\$4,940	\$5,188	\$5,229	\$5,270	\$5,310	\$5,351	\$5,391
8.5	\$4,377	\$4,594	\$4,827	\$5,061	\$5,314	\$5,355	\$5,395	\$5,436	\$5,476	\$5,517
9.0	\$4,480	\$4,705	\$4,940	\$5,188	\$5,448	\$5,489	\$5,530	\$5,570	\$5,611	\$5,651
9.5	\$4,594	\$4,827	\$5,061	\$5,314	\$5,583	\$5,623	\$5,664	\$5,705	\$5,745	\$5,786
10.0	\$4,705	\$4,940	\$5,188	\$5,448	\$5,717	\$5,758	\$5,798	\$5,839	\$5,879	\$5,920
10.5	\$4,827	\$5,061	\$5,314	\$5,583	\$5,864	\$5,905	\$5,945	\$5,986	\$6,027	\$6,067
11.0	\$4,940	\$5,188	\$5,448	\$5,717	\$6,004	\$6,045	\$6,085	\$6,126	\$6,167	\$6,207
11.5	\$5,061	\$5,314	\$5,583	\$5,864	\$6,157	\$6,198	\$6,238	\$6,279	\$6,320	\$6,360
12.0	\$5,188	\$5,448	\$5,717	\$6,004	\$6,306	\$6,347	\$6,387	\$6,428	\$6,468	\$6,509
12.5	\$5,314	\$5,583	\$5,864	\$6,157	\$6,466	\$6,507	\$6,547	\$6,588	\$6,629	\$6,669

\* Anniversary Increments

Employees shall earn an increment of \$40 each at the beginning of the 7th, 10th, 15th, 20th and 25th years of service.

Each confidential position will be assigned a range number and workdays as follows:

Position	Days	Range	Stipend
Senior Executive Assistant to the Superintendent	261	12.5	\$373
Executive Assistant to the Asst. Superintendent of Human Resources	261	10.0	\$373
Executive Assistant to the Asst. Superintendent of Ed. Services	261	10.0	\$373
Executive Assistant to the Asst. Superintendent of Business Services	261	10.0	\$373
Human Resources Analyst	261	10.0	\$373
Administrative Assistant to Director, Certificated Human Resources	261	7.5	\$373

**Assignment to Step and Anniversary Increments.** Annual salary increments (steps), including anniversary increments, are effective on the employee's anniversary date. The anniversary date is established in the following manner:

- All employees shall have a common anniversary date of July 1, beginning on July 1, 1989, for purposes of step movement and longevity increments only. Beginning July 1, 1989, individuals hired on or before December 31 shall be eligible to receive an anniversary step increment step the ensuing July. An individual hired after December 31 shall not be eligible to receive an anniversary step increment until the July following the first July.
- Annual salary increments (steps), including anniversary increments, are effective on each anniversary date until the maximum step is reached on the assigned salary range. An employee will begin receiving the seven- year anniversary increment at the beginning of his/her seventh year of service to the District regardless of classification; without a break in service. The same procedures will be followed for subsequent anniversary increments.

**Confidential Stipend.** In addition to the scheduled salary, each designated confidential employee shall receive a stipend per month as indicated for individual positions. Anniversary increments of \$50.00 per month shall be added to the stipend of Confidential positions at the beginning of the 6th, 9th, 12th, 15th, 18th and 21st years of service.

**Professional Growth.** All confidential employees of the Oxnard School District are eligible to participate in the classified Professional Growth Award Program.

#### **Health and Welfare Benefits.**

Effective October 1, 2021, the District will make an annual contribution toward health and welfare equivalent to that of OEA district's health and benefits towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life

**Disability Retirement Under PERS.** Confidential employees with at least ten (10) years service with the district who receive a disability retirement under PERS, shall be eligible for the same medical retirement benefits as regular retirees.

The health and welfare benefits for retirees are subject to whatever modifications and specifications as may apply in future years to confidential employees on active duty.

#### **Health and Welfare Benefits for Retirees.**

For any Confidential Employee employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Confidential employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69

Confidential Employees hired on or after July 1, 2012 will not receive retiree benefits.

**Retirement Contribution Benefits.** The district shall provide confidential employees the provisions contained in Section 414(h)(2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contributions paid by the Oxnard School District. Exhibit 7560(A) E, addresses the specifics of this benefit.

**Professional Organization Membership.** The district shall pay directly to the organization an amount not to exceed the annual membership dues of the Association of California Administrators for confidential employees who process membership in ACSA, a professional secretarial or other appropriate professional organization approved by the Superintendent.

Board Approved: 8/25/2021

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

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

### **Approval of the Variable Term Waiver in Spanish for the 2021-2022 School Year for Natali Samame (Torres/Batista)**

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The District has a Spanish teacher vacancy with no qualified candidates available for the 2021-22 school year. The District is recommending that the Board of Trustees approve this action item for a Variable Term Waiver to allow Natali Samame to serve as a Spanish Teacher at Curren School in the Oxnard School District for the 2021-22 school year beginning August 17, 2021, while the employee works toward entering a credential program and on passing the California Basic Educational Skills Test (CBEST).

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent of Human Resources and the Director, Certificated Human Resources that the Board of Trustees approve the Variable Term Waiver in Spanish for Natali Samame, as presented.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

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

### **Consideration of Approval of Second Amendment to Employment Agreement Between Oxnard School District and Dr. Anabolena DeGenna, Assistant Superintendent, Educational Services/Chief Academic Officer (Aguilera-Fort)**

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Based on positive evaluation, the Superintendent recommends the approval of a salary increase of 3% and an extension of the Assistant Superintendent's current contract term to June 30, 2024.

#### **FISCAL IMPACT:**

\$6,321.00 annually, to be paid out of the General Fund.

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees approve the Second Amendment to the Employment Agreement Between the Oxnard School District and Dr. Anabolena DeGenna, Assistant Superintendent, Educational Services/Chief Academic Officer, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Second Amendment Anabolena DeGenna \(1 page\)](#)

**SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE  
OXNARD SCHOOL DISTRICT AND DR. ANABOLENA DEGENNA, ASSISTANT  
SUPERINTENDENT, EDUCATIONAL SERVICES/CHIEF ACADEMIC OFFICER**

This Second Amendment to the Employment Agreement (“Second Amendment”) is made and entered into this 25th day of August, 2021 between the Oxnard School District (“District”) and Dr. Anabolena DeGenna, Assistant Superintendent, Education Services/Chief Academic Officer, (“Assistant Superintendent”). This Second Amendment amends the Employment Agreement entered into between the District and Assistant Superintendent effective June 6, 2018 to extend the salary, as follows:

**Article 1 TERM**

Article 1, Section 1.1. shall be added as follows:

**1.1** The term of the Agreement shall be extended to June 30, 2024.

**Article 4 Salary**

Article 4, Section 4.1.2 shall be amended as follows:

4.12 The salary of the Assistant Superintendent shall be increased by 3.00% for the term of this agreement, retroactive to July 1, 2021.

For the Board of Trustees:

By: \_\_\_\_\_  
Debra M. Cordes, Board President

Date of Acceptance: \_\_\_\_\_

\_\_\_\_\_  
Dr. Anabolena DeGenna,  
Assistant Superintendent,  
Educational Services/Chief  
Academic Officer

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

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

### **Consideration of Approval of First Amendment to Employment Agreement Between Oxnard School District and Dr. Victor Torres, Assistant Superintendent, Human Resources (Aguilera-Fort)**

---

Based on positive evaluation, the Superintendent recommends the approval of a salary increase of 1.5%, a one-time off-schedule payment of 1.5% for the 2020-2021 fiscal year, and an extension of the Assistant Superintendent's current contract term to June 30, 2023.

#### **FISCAL IMPACT:**

\$3,160.00 annually, plus a one-time off -schedule payment of \$2,718.00, to be paid out of the General Fund.

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees approve the First Amendment to the Employment Agreement Between the Oxnard School District and Dr. Victor Torres, Assistant Superintendent, Human Resources, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [First Amendment Victor Torres \(1 page\)](#)

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN THE OXNARD SCHOOL DISTRICT AND DR. VICTOR TORRES, ASSISTANT SUPERINTENDENT, HUMAN RESOURCES**

This First Amendment to the Employment Agreement (“First Amendment”) is made and entered into this 25th day of August, 2021 between the Oxnard School District (“District”) and Dr. Victor Torres, Assistant Superintendent, Human Resources, (“Assistant Superintendent”). This First Amendment amends the Employment Agreement entered into between the District and Assistant Superintendent effective August 31, 2020 to extend the salary, as follows:

**Article 1 TERM**

Article 1, Section 1.1 shall be added as follows:

1.1 The Term of Agreement shall be extended to June 30, 2023.

**Article 4 SALARY**

Article 4, Section 4.1.2 shall be added as follows:

4.1.2 The salary of the Assistant Superintendent shall be increased by 1.5%, effective July 1, 2021. In addition, the Assistant Superintendent shall be paid a one-time, off-schedule payment of 1.5% for the 2020-2021 fiscal year.

For the Board of Trustees:

By: \_\_\_\_\_  
Debra M. Cordes, Board President

Date of Acceptance: \_\_\_\_\_

\_\_\_\_\_  
Dr. Victor Torres,  
Assistant Superintendent,  
Human Resources

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

**Agenda Section:** Section F: Board Policies, Second Reading

### **Second Reading - Revisions to BP 3511.1 Integrated Waste Management (Quinto/Lugotoff)**

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The administration is recommending a revision to BP 3511.1 Integrated Waste Management. This update will align Oxnard School District policy with current California regulation to conserve natural resources and protect the environment. Newly enacted SB 1383 specifically addresses the reduction of the disposal of organic waste and requires school districts to implement processes to divert compostable materials away from landfills.

Policy changes are reflected as follows: deleted language is indicated by ~~strikethrough~~ font, and added language is indicated by *italicized* font.

#### **FISCAL IMPACT:**

None at this time.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director, Child Nutrition, that the Board of Trustees adopt BP 3511.1 as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [BP 3511.1 \(2 pages\)](#)

**INTEGRATED WASTE MANAGEMENT**

The ~~Governing Board of Trustees~~ believes that the conservation of water, energy and other natural resources, ~~as well as the protection of the environment, and the implementation of an effective waste diversion program are connected to the district's educational mission and are essential to the health and well-being of the community.~~ The Superintendent or designee shall ~~may~~ develop and implement a cost-effective, an integrated waste management program that incorporates the principles of green school operations. ~~to reduce waste, conserve natural resources and protect the environment.~~

- (cf. 0100 - Philosophy)
- (cf. 3510 - Green School Operations)
- (cf. 3511 - Energy and Water Management)
- (cf. 3514 - Environmental Safety)
- (cf. 3514.2 - Integrated Pest Management)

The district's integrated waste management program ~~may~~ shall include specific strategies designed to promote waste management practices of source reduction, recycling, and composting to help the district reduce and recycle solid and organic waste, properly dispose of potentially hazardous materials, ~~generation and~~ improve efficiency in ~~using~~ the use of natural resources, and minimize the impact of such use on the environment. The program shall address ~~in~~ all areas of the district's ~~its~~ operations-, including, but not limited to, procurement, resource utilization, and facilities management practices.

- (cf. 3300 - Expenditures and Purchases)
- (cf. 3517 - Facilities Inspection)

The Superintendent or designee may collaborate with city, county and state agencies *and other public or private agencies* in developing and implementing the district's integrated waste management program.

- (cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
- (cf. 7131 - Relations with Local Agencies)

The Superintendent or designee ~~may~~ shall make every effort to identify funding opportunities for the district's integrated waste management program, including applying for available grants or other cost-reducing incentives.

The Superintendent or designee may provide appropriate *educational and* training opportunities to students and staff regarding the benefits and methods of conserving natural resources and ~~protecting the environment.~~ *the manner in which integrated waste management strategies impact such efforts.*

- (cf. 4131 - Staff Development)
- (cf. 4231 - Staff Development)
- (cf. 4331 - Staff Development)
- (cf. 6142.5 - Environmental Education)
- (cf. 6142.93 - Science Instruction)

**INTEGRATED WASTE MANAGEMENT** (continued)

*The Superintendent or designee shall regularly monitor all aspects of the district's integrated waste management program and shall provide an update to the Board on its effectiveness as necessary.*

*Legal Reference:*

EDUCATION CODE

17070.96 Leroy F. Greene School Facilities Act of 1996, consideration of high performance standards

17072.35 New construction grants; use for designs and materials for high performance schools

32370-32376 Recycling paper

33541 Environmental education

PUBLIC RESOURCES CODE

25410-25422 Energy conservation assistance

40050-40063 Integrated waste management ~~act~~

41780-41786 Waste diversion

42620-42622 Source reduction and recycling programs

42630-42647 Schoolsite source reduction and recycling

42649-42649.7 Recycling of commercial solid waste

42649.8-42649.87 Recycling of organic waste

*Management Resources:*

~~*A District-wide Approach to Recycling A Guide for School Districts, Pub. # 500-94-009*~~

~~*Seeing Green through Waste Prevention A Guide for School Districts, Pub. # 500-94-010*~~

~~*Going Beyond Recycling, Buying Recycled A Guide for School Districts, Pub. # 322-95-001*~~

~~*Reusable School News*~~

CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY PUBLICATIONS

*Frequently Asked Questions*

*Recycling and Organics Recycling Guide for Schools Poster*

*Where to Put It: Recycling, Composting, and Trash Bin Signage*

WEB SITES

CSBA: <http://www.csba.org>

California Department of Resources Recycling and Recovery:

<https://www.calrecycle.ca.gov/Recycle/Schools>

California Division of State Architect: <http://www.dsa.ca.gov>

California Energy Commission: <http://www.energy.ca.gov>

California Environmental Protection Agency: <http://www.calepa.ca.gov>

U.S. EPA-Environmental Protection Agency: <http://www.epa.gov>

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

**Agenda Section:** Section F: Board Policies, Second Reading

**Second Reading & Adoption of RISK MANAGEMENT/INSURANCE – BP and AR 3530:  
Revisions (Torres/Magaña)**

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The policy and regulation have been updated to reflect new laws, as recommended by the California School Boards Association (CSBA). New language is identified in red italics and yellow highlights, while language that will be deleted has been strikedthrough and highlighted.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees approve and adopt the attached policy and regulation revisions, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [BP 3530 Risk Management/Insurance revision \(two pages\)](#)

[AR 3530 Risk Management/Insurance revision \(three pages\)](#)

**RISK MANAGEMENT/INSURANCE**

The Board of Trustees ~~strongly supports a risk management program that protects district resources and~~ **desires to** promote the safety of students, staff, and the public **while protecting district resources.**

The Superintendent or designee shall establish a risk management program that uses effective safety and loss control practices. The district shall strive to keep its liability at a minimum and its insurance premiums as low as possible while maintaining adequate protection **against loss which may occur due to hazards facing the district.** To determine the most economical means of insuring the district consistent with required services, the Superintendent or designee shall annually review the district's options for obtaining coverage, including qualified insurance agents, a joint powers agency, self-insurance or a combination of these means. **Decisions regarding the means of insuring the district shall be based on a careful analysis of past claims records indicating the frequency and magnitude of losses and a prediction of future losses.**

~~The Board reserves the right to remove an insurance agent of record or a participating agent whenever, in the judgment of the Board, such action becomes desirable for the best interests of the district.~~

To ~~attempt to~~ minimize the district's exposure to liability, the Board shall adopt clear policies related to discrimination, harassment, safety procedures, and the timely handling of claims. The Superintendent or designee shall ~~ensure that~~ **enforce** these policies and related procedures ~~are enforced~~ fairly and consistently. **The Superintendent or designee shall provide safety-related training and protective equipment to staff as appropriate for their position.**

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

**(cf. 0450 - Comprehensive Safety Plan)**

*(cf. 3320 - Claims and Actions Against the District)*

*(cf. 4030 - Nondiscrimination in Employment)*

*(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)*

~~*(cf. 4132/4232/4332 - Publication or Creation of Materials)*~~

**(cf. 4157/4257/4357 - Employee Safety)**

*(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)*

~~*(cf. 4158/4258/4358 - Employee Security)*~~

**(cf. 5142 - Safety)**

~~*(cf. 5141.4 - Child Abuse Prevention and Reporting)*~~

*(cf. 5145.3 - Nondiscrimination/Harassment)*

*(cf. 5145.7 - Sexual Harassment)*

~~*(cf. 6162.6 - Use of Copyrighted Materials)*~~

*(cf. 9260 - Legal Protection)*

The Superintendent or designee shall **periodically** report to the Board ~~twice a year~~ on the district's risk management activities, **including, but not limited to, the district's property and**

**RISK MANAGEMENT/INSURANCE (continued)**

**liability risks and exposures and the effectiveness of the district's risk management and loss control practices.**

*Legal Reference:*

EDUCATION CODE

- 17029.5 Contract funding; board liability
- 17565-17592 Board duties re property maintenance and control
- 32350 Liability on equipment loaned to district
- 35162 Power to sue, be sued, hold and convey property
- 35200-35214 Liabilities, especially:
- 35208 Liability insurance
- 35211 Driver training civil liability insurance
- 35213 Reimbursement for loss, destruction or damage of personal property
- 35214 Liability self-insurance
- 35331 Medical or hospital service for students on field trip
- 39837 Transportation of **pupils students** to places of summer employment
- 41021 Requirement for employees' indemnity bonds
- 44873 Qualifications for physician (liability coverage)
- 49470-49474 District medical services and insurance

GOVERNMENT CODE

- 820.9 Board members not vicariously liable for injuries caused by district

**831.7 Hazardous recreational activities**

- 989-991.2 Local public entity insurance

LABOR CODE

- 3200-4855 Workers' compensation

**Management Resources:**

WEB SITES

- California Association of Joint Powers Authorities: <https://www.cajpa.org>
- California Association of School Business Officials: <https://www.casbo.org>
- California Department of Industrial Relations, Division of Occupational Safety and Health: <https://www.dir.ca.gov/dosh>
- Public Agency Risk Management Association: <https://www.parma.com>

Policy  
adopted: October 19, 2011  
**revised: August 25, 2021**

**OXNARD SCHOOL DISTRICT**  
Oxnard, California

**RISK MANAGEMENT/INSURANCE**

**Risk Management**

The Superintendent or designee, *in consultation with risk management, insurance, safety, or other professionals as appropriate*, shall take action to:

1. Identify the risks inherent in ~~the operation of~~ district *operations and* programs, *including physical sites, educational and experiential programs, computer networks and systems, employment and staffing, and transportation services, using methods that may include, but are not limited to, physical inspections, surveys, staff interviews, compliance reviews, contract reviews, review of policies and procedures, and consultation with experts*
2. ~~Assess the above risks and keep records of accidents, losses and damage~~ *Analyze, evaluate, and prioritize identified risks based on the frequency and likelihood of the risk and the potential impact to the district*
3. ~~Mitigate risks through loss control and safety related activities~~ *Develop strategies to reduce or mitigate identified risks, such as new or modified policies, processes, or procedures; training or loss prevention programs; and/or additional or repairs to equipment, real property, computer networks, or other physical assets*
4. ~~Determine the extent to which risks should be assumed by the district or covered by the purchase of insurance or pooling with other districts~~ *Implement strategies to promote safety and prevent loss, taking into account the nature of the risks, the associated exposures, and the costs and benefits associated with the proposed response*
5. *Mitigate potential loss following an incident through activities such as effective claims management, litigation management, disaster recovery, or a modified duty program for workers' compensation*

*(cf. 0450 - Comprehensive Safety Plan)*

*(cf. 1330 - Use of School Facilities)*

*(cf. 4157/4257/4357 - Employee Safety)*

*(cf. 5142 - Safety)*

*The Superintendent or designee shall advise the Governing Board of any needed action requiring Board approval.*

*Following any incident resulting in potential or actual harm or injury to a person or damage to property, staff shall promptly document the date and time of the incident, a description of the incident, and any persons present.*

**RISK MANAGEMENT/INSURANCE (continued)**

Employees are expected to take reasonable precautions for the care and safety of the school equipment with which they have been entrusted. Employees shall be held responsible for recurring damage or losses that occur due to their negligence or lack of supervision. Responsibilities related to safety and loss control shall be included in employee job descriptions.

~~(cf. 0450—Comprehensive Safety Plan)~~  
~~(cf. 1240—Volunteer Assistance)~~  
~~(cf. 1330—Use of School Facilities)~~  
~~(cf. 3400—Management of District Assets/Accounts)~~  
~~(cf. 3430—Investing)~~  
~~(cf. 3440—Inventories)~~  
~~(cf. 3512—Equipment)~~  
~~(cf. 3514—Environmental Safety)~~  
~~(cf. 3514.1—Hazardous Substances)~~  
~~(cf. 3515.4—Recovery for Property Loss or Damage)~~  
~~(cf. 3516—Emergencies and Disaster Preparedness Plan)~~  
~~(cf. 3541.1—Transportation for School-Related Trips)~~  
~~(cf. 3543—Transportation Safety and Emergencies)~~  
~~(cf. 4112.42/4212.42/4312.43—Drug and Alcohol Testing for School Bus Drivers)~~  
~~(cf. 4119.42/4219.42/4319.42—Exposure Control Plan for Bloodborne Pathogens)~~  
~~(cf. 4157/4257/4357—Employee Safety)~~  
~~(cf. 4212.5—Criminal Record Check)~~  
~~(cf. 5131.1—Bus Conduct)~~  
~~(cf. 5131.61—Drug Testing)~~  
~~(cf. 5141—Health Care and Emergencies)~~  
~~(cf. 5141.22—Infectious Diseases)~~  
~~(cf. 5142—Safety)~~  
~~(cf. 6145.2—Athletic Competition)~~  
~~(cf. 6153—School Sponsored Trips)~~  
~~(cf. 9260—Legal Protection)~~

**Insurance**

Insurance **or risk pooled** coverage shall include, but **may** not be limited to:

1. Liability insurance (Education Code 35200-35214)
2. ~~Fire insurance for buildings, equipment and vehicles~~ **Insurance against fire or other property damage** (Education Code 17565)
3. Workers' compensation insurance (Labor Code 3700)
4. Fidelity bond insurance **for employees whose duty includes handling district funds, and other employees as needed** (Education Code 41021)

**RISK MANAGEMENT/INSURANCE (continued)**

~~(cf. 4154/4254/4354 - Health and Welfare Benefits)~~  
~~(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)~~  
~~(cf. 5143 - Insurance)~~

~~A suitable bond indemnifying the district against loss shall be purchased for employees responsible for handling district funds and may be purchased for employees responsible for handling district property. The district shall bear the cost of this bonding. (Education Code 41021)~~

~~(cf. 1330 - Use of School Facilities)~~  
~~(cf. 4154/4254/4354 - Health and Welfare Benefits)~~  
~~(cf. 4156.3/4256.3/4356.3 - Employee Property Reimbursement)~~  
~~(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)~~  
~~(cf. 5143 - Insurance)~~  
~~(cf. 9260 - Legal Protection)~~

Regulation  
approved: October 19, 2011  
**revised: August 25, 2021**

**OXNARD SCHOOL DISTRICT**  
Oxnard, California

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

**Agenda Section:** Section F: Board Policies, Second Reading

**Second Reading & Adoption - HEALTH EXAMINATIONS: Tuberculosis Tests – AR 4112.4, 4212.4, 4312.4: Revision (Torres)**

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The regulation has been updated to reflect new laws and regulations, as recommended by the California School Board Association (CSBA). New language is identified in red italics and yellow high-lights, while language that will be deleted has been strikedthrough and highlighted.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve and adopt the revised regulations, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [AR 4112 Health Exams\\_TB revisions \(five pages\)](#)

All Employees

AR 4112.4(a)

4212.4

HEALTH EXAMINATIONS

4312.4

Tuberculosis Tests

No applicant shall be initially employed *by the district, or employed under contract*, in a classified or certificated position unless, within the past 60 days, he/she has submitted *a tuberculosis risk assessment and, if tuberculosis risk factors are identified has submitted* to an intradermal or other *approved* tuberculosis ~~test~~ *examination* licensed by the Food and Drug Administration *to determine that he/she is free of infectious tuberculosis and, if the results of the examination are that* ~~test was~~ positive, has subsequently obtained an X-ray of the lungs. *At his/her discretion, an applicant may choose to submit to the examination instead of the risk assessment.*

*Prior to employment by the district*, an applicant shall submit to the district a certificate from *an authorized health provider* signed by the examining licensed physician showing *indicating that the applicant was assessed and/or examined and found to be* he/she is free of *active infectious* tuberculosis. (Education Code 49406; 5 CCR 5503)

The cost of the pre-employment tuberculosis examination shall be paid by the district. *Prior to employment by the district, an applicant shall submit a certificate from an authorized health provider stating that the applicant was assessed and/or examined and found to be free of infectious tuberculosis. (Education Code 49406)*

An applicant who was previously employed in another California school district *or private or parochial school* shall be deemed to have ~~may~~ fulfilled the tuberculosis examination requirement either by producing a certificate showing that he/she was *found to be free of infectious tuberculosis within 60 days of initial hire or if his/her previous employer verifies that it has a certificate on file showing that the applicant is free from infectious tuberculosis* or by having his/her previous school district employer verify that it has on file a certificate ~~which contains that evidence~~ *showing that the applicant is free from infectious tuberculosis.* (Education Code 49406)

~~Thereafter,~~ Every district employee who *was found free of infectious* ~~tests negative~~ shall undergo a tuberculosis *risk assessment, and an examination whenever risk factors are identified,* ~~examination~~ at least once every four years, or more often if so directed by the Board of Trustees upon recommendation of the county health officer, ~~for as long as the employee's test remains negative.~~ *However, once a* An employee has ~~with a~~ documented positive test for tuberculosis infection *followed by an x-ray, he/she* shall no longer be required to submit to the ~~examination~~ *tuberculosis risk assessment* but shall be referred to the county health officer within 30 days of the examination to determine the need for follow-up care. (Education Code 49406)

Tuberculosis tests for employees shall be provided by the district or at district expense. (Education Code 44839, 45122, 49406)

*The cost of the pre-employment tuberculosis risk assessment and/or examination shall be paid by the applicant, unless the Board has determined that the district will reimburse an applicant who is subsequently hired by the district. The district shall reimburse the employee for the cost, if any, of subsequent tuberculosis risk assessments and examinations. The district may provide for the risk assessment and examination or may establish a reasonable fee for the examination that is*

**HEALTH EXAMINATIONS (continued)**

*reimbursable to the employee. (Education Code 49406)*

*Whenever the district contracts for the transportation of students, the contract shall require that all drivers who will be transporting students complete the tuberculosis risk assessment and, if indicated, the examination for infectious tuberculosis within 60 days of initial hire. (Education Code 49406)*

*If an employee's religious belief prevents him/her from undergoing a tuberculosis examination, the employee shall file an affidavit stating that he/she adheres to the faith or teachings of a well-recognized religious sect, denomination, or organization and, in accordance with its creed, tenets, or principles, depends for healing upon prayer in the practice of religion and that, to the best of his/her knowledge or belief, he/she is free from active tuberculosis. In order to exempt the individual, the Board shall determine by resolution, after a hearing, that the health of students would not be jeopardized. (Education Code 49406)*

*The Superintendent or designee may exempt a pregnant employee from the requirement that a positive tuberculin test be followed by an X-ray of the lungs, for a period not to exceed 60 days following termination of the pregnancy. (Education Code 49406)*

*The following applicants or employees shall be exempted from the requirement to submit to a tuberculosis risk assessment and/or examination: (Education Code 49406)*

- 1. An applicant/employee who files an affidavit stating that he/she adheres to the faith or teachings of a well-recognized religious sect, denomination, or organization and, in accordance with its creed, tenets, or principles, depends for healing upon prayer in the practice of religion and that, to the best of his/her knowledge and belief, he/she is free from infectious tuberculosis*

*Such an exemption shall be allowed only if the Board determines by resolution, after a hearing, that the health of students would not be jeopardized. If at any time there is probable cause to believe that the applicant/employee is afflicted with infectious tuberculosis, he/she may be excluded from service until the Board is satisfied that he/she is not afflicted.*

- 2. A classified employee who is employed for less than a school year and whose functions do not require frequent or prolonged contact with students*
- 3. A pregnant employee who has positive results on a tuberculosis skin test, in which case she shall be exempted from the requirement to follow up with an x-ray of the lungs for a period not to exceed 60 days after the end of the pregnancy*
- 4. A private contracted driver who transports students infrequently without prolonged contact with students*

## HEALTH EXAMINATIONS (continued)

### ~~Medical Certification for Communicable Diseases for Certificated Employees~~

~~The Board shall not fill a position requiring certification with an applicant who has not previously been employed in a certificated position in California or a retirant who has not been employed as a retirant, unless the district has on file a medical certification completed and submitted by a physician, physician assistant, registered nurse, or commissioned medical officer. (Education Code 44839 and 44839.5)~~

~~(cf. 4117.14/4217.14 – Postretirement Employment)~~

~~The medical certification shall certify that the applicant or retirant is free from any disabling disease which would render him/her unfit to instruct or associate with children. The medical examination referred to in the certificate must have been conducted within six months of the date that the certificate is filed. (Education Code 44839, 44839.5; 5 CCR 5503)~~

~~(cf. 4119.41/4219.41/4319.41 – Employees with Infectious Disease)~~

~~Applicants and retirants shall pay for the cost of obtaining the medical certification. (Education Code 44849, 44839.5)~~

~~The Board may require certificated employees and/or retirants to undergo, at district expense, a periodic medical examination pursuant to Education Code 44839 or 44839.5 to determine that they are free from any communicable disease making them unfit to instruct or associate with children. (Education Code 44839, 44839.5)~~

### **Examination of Certificated Employees for Disabling Diseases**

**To fill a certificated position with an applicant who has not previously been employed in a certificated position in California, or with a retirant who has not been employed as a retirant, the district shall have on file a medical certification indicating that the applicant or retirant is free from any disabling disease which would render him/her unfit to instruct or associate with children. (Education Code 44839, 44839.5)**

**The certificate shall be completed and submitted directly to the district by an authorized health care provider. The medical examination referenced in the certificate must have been conducted within six months of the date that the certificate is filed. (Education Code 44839, 44839.5; 5 CCR 5503)**

**Applicants and retirants shall pay for the cost of obtaining the medical certification. (Education Code 44849, 44839.5)**

## HEALTH EXAMINATIONS (continued)

*Certificated employees and/or retirants shall be required to periodically undergo, at district expense, a medical examination pursuant to Education Code 44839 or 44839.5 to determine that they are free from any communicable disease making them unfit to instruct or associate with children. (Education Code 44839, 44839.5)*

### Mental Examination for Certificated Employees

A certificated employee may be suspended or transferred to other duties if the Board has reasonable cause to believe that the employee is suffering from mental illness of such a degree as to render him/her incompetent to perform his/her duties. In such a case, *the employee shall be offered the opportunity of being examined by a three-member panel of psychiatrists and psychologists in accordance with Education Code 44942 . The employee shall select the members of the panel from a list of psychiatrists and psychologists provided by the district. The examination shall be conducted, at district expense, within 15 days of the ordered suspension or transfer. The employee shall submit to the examination, but shall also be entitled to present a report of any psychiatrist, psychologist, or physician of his/her own choice. (Education Code 44942)*

~~the district shall follow the process specified in Education Code 44942 including the opportunity for the employee to be examined by a panel of psychiatrists or psychologists.~~

~~(cf. 4032 Reasonable Accommodation)~~

~~(cf. 4118 Suspension/Disciplinary Action)~~

#### Legal Reference:

##### EDUCATION CODE

44839 Medical certificate; periodic medical examination

448 39.5 Requirements for employment of retirant

44932 Grounds for dismissal of permanent employee

44942 Suspension or transfer of certificated employee on ground of mental illness

45122 Physical examinations

49406 Examination for tuberculosis

##### BUSINESS AND PROFESSIONS CODE

2700-2838~~7~~ Nurses

3500-~~3503.5~~ **3546** Physician assistants

##### HEALTH AND SAFETY CODE

**121525 Private and parochial school employees, examination for tuberculosis**

Legal Reference Continued on Next page:

AR 4112.4(e)  
4212.4  
4312.4

**HEALTH EXAMINATIONS** (continued)

CODE OF REGULATIONS, TITLE 5

5502 *Filing of notice of physical examination for employment of retired persons*

5503 *Physical examination for employment of retired persons*

5504 *Medical certification procedures*

COURT DECISIONS

*Doe v. Lincoln Unified School District, (2010) 188 Cal.App.4<sup>th</sup> 758*

*Leonel v. American Airlines, Inc., (2005) 400 F.3d. 702*

*Raven v. Oakland Unified School District, (1989) 213 Cal.App.3d 1347*

*Management Resources:*

WEB SITES

*California Department of Public Health: <http://www.cdph.ca.gov>*

*Centers for Disease Control and Prevention: <http://www.cdc.gov>*

*Public Health Institute: <http://www.phi.org>*

*U.S. Food and Drug Administration: <http://www.fda.gov>*

Regulation

approved: November 2, 2011

revised: August 25, 2021

**OXNARD SCHOOL DISTRICT**

Oxnard, California

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

**Agenda Section:** Section F: Board Policies, Second Reading

**Second Reading & Adoption - EMPLOYEE SAFETY – BP and AR 4157, 4257, 4357: Revisions (Torres/Magaña)**

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The policy and regulation have been updated to reflect new laws, as recommended by the California School Boards Association (CSBA). New language is identified in red italics and yellow highlights, while language that will be deleted has been strikedthrough and highlighted.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees approve and adopt the attached policy and regulation, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [BP 4157, 4257, 4357 revision 08.04.2021 \(two pages\)](#)  
[AR 4157 4257 4357 revision 08.04.2021 \(seven pages\)](#)

**All Employees**

BP 4157(a)  
4257  
4357

**EMPLOYEE SAFETY**

The Board of Trustees is committed to maximizing employee safety and believes that workplace safety is every employee's **the** responsibility **of every employee**. Working conditions and equipment shall comply with standards prescribed by federal, state, and local laws and regulations.

*(cf. 0450 - Comprehensive Safety Plan)*

No employee shall be required or permitted to be in any place of employment which is unsafe or unhealthful. (Labor Code 6402)

**The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.**

~~The Board expects a~~ All employees **are expected** to use safe work practices and, to the extent possible, correct any unsafe conditions which may occur. If an employee is unable to correct an unsafe condition, ~~he/she~~ **the employee** shall immediately report the problem to the Superintendent or designee.

~~The Superintendent or designee shall promote safety and correct any unsafe work practices through education and enforcement.~~

~~*(cf. 4117.4 - Dismissal)*~~

~~*(cf. 4118 - Suspension/Disciplinary Action)*~~

~~*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*~~

The Superintendent or designee shall establish and implement a written injury and illness prevention program, **and provide employees with access to such program**, in accordance with law. (Labor Code 6401.7; **8 CCR 3203**)

~~*(cf. 3514 - Environmental Safety)*~~

~~*(cf. 3514.1 - Hazardous Substances)*~~

~~*(cf. 3516 - Emergencies and Disaster Preparedness Plan)*~~

~~*(cf. 4119.41/4219.41/4319.41 - Employees with Infectious Disease)*~~

~~*(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)*~~

~~*(cf. 4119.43/4219.43/4319.43 - Universal Precautions)*~~

~~*(cf. 4157.2/4257.2/4357.2 - Ergonomics)*~~

~~*(cf. 4158/4258/4358 - Employee Security)*~~

The Superintendent or designee shall ~~ensure the ready availability of~~ **make** first aid materials **readily available** at district workplaces and shall make effective provisions, ~~in advance, to~~ **prepare** for prompt medical treatment in the event of an employee's serious injury or illness. (8 CCR 3400)

No employee shall be discharged or discriminated against for **exercising any right regarding employee safety or health specified in Labor Code 6310, including: making a report or**

## EMPLOYEE SAFETY (continued)

complaints, instituting proceedings **or causing proceedings to be instituted**, or testifying with regard to employee safety or health, or for participating in any occupational health and safety committee established pursuant to Labor Code 6401.7, or **requesting access to injury or illness reports and records, or exercising any other right protected by the Occupational Safety and Health Act (Labor Code 6310).**

### Legal Reference:

#### EDUCATION CODE

32030-32034 Eye safety

32225-32226 Communications devices in classrooms

32280-32289.5 School safety plans

44984 Required rules for industrial accident and illness leave of absence

#### GOVERNMENT CODE

3543.2 Scope of bargaining

#### LABOR CODE

132a Workers' compensation; nondiscrimination

3300 Definitions of employer

6305 Occupational safety and health standards; special order

6310 Retaliation for filing complaint prohibited

6400-6413.5 Responsibilities and duties of employers and employees, especially:

6401.7 Injury and illness prevention program

#### CODE OF REGULATIONS, TITLE 8

3203 Injury and illness prevention program

3204 Access to employee exposure and medical records

3400 Medical services and first aid

5095-5100 Control of noise exposure

5193 Bloodborne pathogens

14000-14316 Occupational injury or illness reports and records

#### CODE OF REGULATIONS, TITLE 17

2508 Reporting of communicable diseases

#### CODE OF FEDERAL REGULATIONS, TITLE 29

651-678 Occupational safety and health

1910.95 Occupational noise ~~standards~~ exposure

1910.1030 Bloodborne pathogens

### Management Resources:

#### DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Guide to Developing Your Workplace Injury and Illness Prevention Program, rev. August 2005/2011

#### WEB SITES

California Department of Industrial Relations, Occupational Safety and Health:

[http://www.dir.ca.gov/occupational\\_safety.html](http://www.dir.ca.gov/occupational_safety.html)

Centers for Disease Control and Prevention: <http://www.cdc.gov>

National Hearing Conservation Association: <http://www.hearingconservation.org>

National Institute for Occupational Safety and Health: <http://www.cdc.gov/niosh>

U.S. Department of Labor, Occupational Safety and Health Administration: <http://www.osha.gov>

Policy

adopted: November 2, 2011

**revised: August 25, 2021**

**OXNARD SCHOOL DISTRICT**

Oxnard, California

**All Employees**

AR 4157(a)  
4257  
4357

**EMPLOYEE SAFETY**

The Superintendent or designee shall provide ~~and implement~~ safety devices, ~~and implement~~ safeguards, methods, and processes that are reasonably reasonably ~~adequate to render the employment and place of employment safe and healthful.~~ **necessary for the safety and health of employees in the workplace** (Labor Code 6401)

*(cf. 4157.1/4257.1/4357.1 - Work-Related Injuries)*  
*(cf. 4157.2/4257.2/4357.2 - Ergonomics)*  
*(cf. 4161.11/4361.11 - Industrial Accident/Illness Leave)*  
*(cf.4261.1 - Industrial Accident/Illness Leave)*

**Injury and Illness Prevention Program**

The district's injury and illness prevention program shall cover all district employees and all other workers whom the district controls or directs and directly supervises on the job to the extent that the workers are exposed to hazards specific to their worksite and job assignment. The obligation of contractors or other employers who control or direct and supervise their own employees on the job shall not be affected by the district's injury and illness prevention program. (Labor Code 6401.7)

The district's injury and illness prevention program shall include: (Labor Code 6401.7; 8 CCR 3203)

1. The name/position of the person(s) with authority and responsibility for implementing the program.
2. A system for ensuring that employees comply with safe and healthful work practices, which may include, but not be limited to:
  - a. Recognition of employees who follow safe and healthful work practices

*(cf. 4156.2/4256.2/4356.2 - Awards and Recognition)*

- b. Training and retraining programs
- c. Disciplinary actions

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*  
*(cf. 4118 - Suspension/Disciplinary Action)*

3. A system for communicating with employees, in a form readily understandable by all employees, on matters related to occupational health and safety, including provisions designed to encourage employees to report hazards at the worksite without fear of reprisal. The communications system may include, but not be limited to:
  - a. Meetings
  - b. Training programs

**EMPLOYEE SAFETY** (continued)

- c. Posting
  - d. Written communications
  - e. A system of anonymous notification by employees about hazards
  - f. A labor/management safety and health committee
4. Procedures for identifying and evaluating workplace hazards, including scheduled periodic inspections to identify unsafe conditions and work practices. Such inspections shall be made:
- a. Whenever new substances, processes, procedures, or equipment that represents a new occupational safety or health hazard is introduced into the workplace
  - b. Whenever the district is made aware of a new or previously unrecognized hazard

*(cf. 3514 - Environmental Safety)*  
*(cf. 3514.1 - Hazardous Substances)*

5. A procedure for investigating occupational injury or illness.
6. Methods and/or procedures for correcting unsafe or unhealthful conditions, work practices, and work procedures in a timely manner, based on the severity of the hazard, when the hazard is observed or discovered.

When an imminent hazard exists, which cannot be immediately abated without endangering employee(s) and/or property, these procedures shall call for the removal of all exposed staff from the area except those necessary to correct the hazardous condition. Employees needed to correct the condition shall be provided necessary safeguards.

7. Provision of training and instruction as follows:
- a. To all new employees
  - b. To all employees given new job assignments for which training has not previously been received

**EMPLOYEE SAFETY (continued)**

- c. Whenever new substances, processes, procedures, or equipment is introduced into the workplace and represents a new hazard
- d. Whenever the district is made aware of a new or previously unrecognized hazard
- e. To supervisors, to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed

*(cf. 4131 - Staff Development)*

*(cf. 4231 - Staff Development)*

*(cf. 4331 - Staff Development)*

***The Superintendent or designee shall provide employees, or their representative designated pursuant to 8 CCR 3203, with either of the following: (8 CCR 3203)***

- 1. Access to the district's injury and illness prevention program in a reasonable time, place, and manner, but in no event later than five business days after the request for access is received from an employee or a designated representative of the employee***

***When an employee or designated representative requests a copy of the district's injury and illness prevention program, the Superintendent or designee shall provide the requester a printed copy unless the employee or designated representative agrees to receive an electronic copy.***

***The Superintendent or designee shall provide one printed copy free of charge. If the employee or designated representative requests additional copies within one year of the previous request and the district's injury and illness prevention program has not been updated with new information since the prior copy was provided, the district may charge reasonable reproduction costs pursuant to 8 CCR 3204 for the additional copies.***

- 2. Unobstructed access to the district's injury and illness prevention program through the district's server or web site, which allows an employee to review, print, and email the current version of the district's injury and illness prevention program***

***The Superintendent or designee shall communicate the right and procedure to access the district's injury and illness prevention program to all employees. (8 CCR 3203)***

***(cf. 4112.9/4212.9/4312.9 - Employee Notifications)***

## **EMPLOYEE SAFETY** (continued)

### **Labor/Management Safety and Health Committee**

The district's labor/management safety and health committee shall: (8 CCR 3203)

1. Meet regularly, but not less than quarterly.
2. Prepare and make available to affected employees written records of the safety and health issues discussed at committee meetings and maintained for review by the California Department of Industrial Relations' Division of Occupational Safety and Health (Cal/OSHA) upon request. These records shall be maintained for at least one year.
3. Review results of the periodic, scheduled worksite inspections.
4. Review investigations of occupational accidents and causes of incidents resulting in occupational injury or illness or exposure to hazardous substances. As appropriate, the committee may submit suggestions to the Superintendent or designee regarding the prevention of future incidents.
5. Review investigations of alleged hazardous conditions brought to the attention of any committee member. When determined necessary by the committee, it may conduct its own inspection and investigation to assist in remedial solutions.
6. Submit recommendations to assist in the evaluation of employee safety suggestions.
7. Upon request of Cal/OSHA, verify abatement action taken by the district to abate citations issued by Cal/OSHA.

### **Hearing Protection**

Whenever employee noise exposure equals or exceeds the standards specified in law, the Superintendent or designee shall implement a hearing conservation program in accordance with state and federal regulations, including, when required, monitoring of sound levels, **audiogram evaluation and** audiometric testing of affected employees, the provision of hearing protectors, and employee training. (8 CCR 5095-5100; 29 CFR 1910.95)

## EMPLOYEE SAFETY (continued)

### Eye Safety Devices

Eye safety devices shall be worn by employees whenever they are engaged in or observing an activity involving hazards or hazardous substances likely to cause injury to the eyes. (Education Code 32030-32034)

### First Aid and Medical Services

The Superintendent or designee shall ensure the ready availability of medical Human Resources for advice and consultation on matters of industrial health or injury. Whenever a **district facility or district grounds are** workplace is not in close proximity to an infirmary, clinic, or hospital where all injured employees may be treated, the Superintendent or designee shall ensure that at least one employee is adequately trained to provide first aid. (8 CCR 3400)

The Superintendent or designee shall make adequate first aid materials readily available for employees at every worksite. Such materials shall be approved by a consulting physician and shall be kept in a sanitary and usable condition. The Superintendent or designee shall frequently inspect all first aid materials and replenish them as necessary. (8 CCR 3400)

***The Superintendent or designee shall ensure that suitable facilities for quick drenching or flushing of the eyes and body are provided within the work area for immediate emergency use when the eyes or body or any person may be exposed to injurious corrosive materials. (8 CCR 3400)***

To avoid unnecessary delay in medical treatment in the event of an employee's serious injury or illness, the Superintendent or designee shall use one or more of the following: (8 CCR 3400)

1. A communication system for contacting a physician or emergency medical service, such as access to 911 or equivalent telephone system. The communication system or the employees using the system shall have the ability to direct emergency services to the location of the injured or ill employee.
2. Readily accessible and available on-site treatment facilities suitable for treatment of reasonably anticipated injury and illness.

(cf. 5141.6 - School Health Services)

3. Proper equipment for prompt medical transport when transportation of injured or ill employees is necessary and appropriate.

**EMPLOYEE SAFETY** (continued)

***Protection from Communicable Diseases and Infections***

*The Superintendent or designee shall develop an exposure control plan for bloodborne pathogens that is consistent with the district's injury and illness prevention program. The plan shall include a determination of which job classifications have occupational exposure to blood or other potentially infectious materials; precautions to be implemented, including universal precautions, engineering and work practice controls, and personal protective equipment; availability of the hepatitis B vaccination; provision of information and training to employees; and follow-up actions to be taken if exposure occurs. The district shall ensure that a copy of the exposure control plan is accessible to employees in accordance with law. (8 CCR 5193; 29 CFR 1910.1030)*

*(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)  
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)*

*Strategies to prevent and mitigate the outbreak or spread of infectious diseases shall be followed for diseases that are communicated through airborne transmission, skin-to-skin contact, foodborne transmission, or other casual or noncasual means. Such strategies shall include, but are not limited to, communication and training about the disease(s); campus closures and alternative means of instruction when necessary; preventative measures, such as social distancing, personal protective equipment, temperature checks, and/or any other health screening allowed by law; and cleaning and sanitization of district facilities and equipment.*

*(cf. 5141.22 - Infectious Diseases)*

*The Superintendent or designee shall immediately report to the local health officer the presence or suspected presence of any communicable disease. (17 CCR 2508)*

***COVID-19 Exposure***

*If the district receives notice of potential exposure to COVID-19, the Superintendent or designee shall, within one business day of the notice, take all of the following actions: (Labor Code 6409.6)*

- 1. Provide a written notice to all employees, and the employers of subcontracted employees, who were on the premises at the same worksite as the qualifying individual within the infectious period that they may have been exposed to COVID-19. The notice shall be provided in a manner normally used to communicate employment-related information, which may include, but is not limited to, personal service, email, or text message if it can reasonably be anticipated to be received by the employee within one business day of sending.*

**EMPLOYEE SAFETY (continued)**

2. **Provide a written notice to the exclusive representative, if any, of employees who were on the premises within the infectious period**
3. **Provide all employees who may have been exposed and the exclusive representative, if any, with information regarding:**
  - a. **COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws, including, but not limited to, workers' compensation**
  - b. **Available leave options for exposed employees**
  - c. **Antiretaliation and antidiscrimination protections of the employee**
4. **Notify all employees, and the employers of subcontracted employees and the exclusive representative, if any, of the disinfection and safety plan that the district plans to complete in accordance with Centers for Disease Control and Prevention guidelines**

**The above notifications shall be maintained for a period of at least three years. (Labor Code 6409.6)**

**If the district is notified of the number of cases that meet the definition of a COVID-19 outbreak, as defined by the California Department of Public Health, within 48 hours, the Superintendent or designee shall, within 48 hours of the notice, notify the local public health agency of the names, number, occupation, and worksite of employees who meet the definition of a qualifying individual. The Superintendent or designee shall continue to give notice to the local health department of any subsequent laboratory-confirmed cases of COVID-19 at the worksite. (Labor Code 6409.6)**

**In the event that Cal/OSHA prohibits entry into any district workplace or performance of a district operation or process based on a determination that the workplace exposes employees to the risk of COVID-19 infection and constitutes an imminent hazard to employees, the district shall post a notice thereof provided by Cal/OSHA in a conspicuous place at the work site. This notice shall not be removed except by an authorized representative of Cal/OSHA and only when the place of employment, operation, or process is made safe and the required safeguards or safety appliances or devices are provided. (Labor Code 6325)**

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** August 25, 2021

**Agenda Section:** Section F: Board Policies, Second Reading

**Second Reading & Adoption - WORK RELATED INJURIES – AR 4157.1, 4257.1, 4357.1: New (Torres/Magaña)**

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The regulation has been added to reflect new laws, as recommended by the California School Boards Association. Since this regulation is entirely new, no distinguishing marks have been included to identify new or deleted language.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees approve and adopt the attached regulation, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [AR 4157.1,4257.1, 4357.1 Work Related Injuries \(three pages\)](#)

**WORK-RELATED INJURIES**

*In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.*

- (cf. 3320 - Claims and Actions Against the District)*
- (cf. 4032 - Reasonable Accommodation)*
- (cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)*
- (cf. 4154/4254/4354 - Health and Welfare Benefits)*
- (cf. 4157/4257/4357 - Employee Safety)*
- (cf. 4157.2/4257.2/4357.2 - Ergonomics)*
- (cf. 4161.11/4261.11/4361.11 - Industrial Accident/Illness Leave)*

*The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of the employee's right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)*

- (cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

*In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)*

*In the event that an employee is injured or becomes ill in the course of employment, the employee shall report the work-related injury or illness to the Superintendent or designee as soon as practicable. The employee and appropriate district staff shall also promptly document the date and time of any incident, a description of the incident, and any persons present.*

*Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to the employee's dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)*

*The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)*

AR 4157.1(b)  
4257.1  
4357.1

**WORK-RELATED INJURIES** (continued)

*The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.*

*Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier or DIR, as applicable, within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death shall be filed within five days after being notified of or learning about the death. (Labor Code 6409.1)*

*In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism made available by Cal/OSHA. (Labor Code 6409.1)*

*For the purpose of this report, serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement. (Labor Code 6302)*

**Claims Related to COVID-19**

*Until January 1, 2023, an employee is presumed to be entitled to workers' compensation benefits for illness or death resulting from COVID-19 if the diagnosis was made within 14 days after the employee performed labor or services at the place of employment and if the employee contracted COVID-19 during an outbreak at the employee's specific place of employment. (Labor Code 3212.86, 3212.88)*

*For this purpose, an outbreak means that, within 14 calendar days, one of the following occurs at a specific place of employment: (Labor Code 3212.88)*

1. *If a specific place of employment has 100 employees or fewer, four employees test positive for COVID-19.*
2. *If a specific place of employment has more than 100 employees, four percent of the number of employees who reported to the specific place of employment test positive for COVID-19.*

AR 4157.1(c)  
4257.1  
4357.1

**WORK-RELATED INJURIES** (continued)

3. A specific place of employment is ordered to close by a local public health department, the California Department of Public Health, Cal/OSHA, or the Superintendent due to a risk of infection with COVID-19.

*The Superintendent or designee may rebut a presumption that COVID-19 was contracted during the course and scope of employment by offering evidence to the Workers' Compensation Appeals Board, such as the measures that were in place at the employee's specific place of employment to reduce potential transmission of COVID-19 and evidence of an employee's nonoccupational risk of contracting COVID-19. (Labor Code 3212.86, 3212.88)*

*Legal Reference:*

EDUCATION CODE

44984 Industrial accident and illness leaves, certificated employees

45192 Industrial accident and illness leaves, classified employees

LABOR CODE

3200-4856 Workers' compensation, especially:

3212.86 COVID-19: critical workers pre-July 5, 2020

3212.88 COVID-19: critical workers post-July 5, 2020

3550-3553 Employee notice

3600-3605 Conditions of liability

3760 Report of injury to insurer

4600 Provision of medical and hospital treatment by employer

4906 Disclosures and statements

5400-5413 Notice of injury or death

6302 Definition of serious injury or illness

6409.1 Reports

CODE OF REGULATIONS, TITLE 8

15596 Notice of employee rights to workers' compensation benefits

*Management Resources:*

DEPARTMENT OF INDUSTRIAL RELATIONS PUBLICATIONS

Workers' Compensation in California: A Guidebook for Injured Workers, 2016

Notice to Employees -- Injuries Caused by Work

Time of Hire Pamphlet

Workers' Compensation Claim Form (DWC 1) & Notice of Potential Eligibility

WEB SITES

California Department of Industrial Relations, Division of Occupational Safety and Health:

<http://www.dir.ca.gov/dosh>

California Department of Industrial Relations, Division of Workers Compensation:

<http://www.dir.ca.gov/dwc>

California Department of Public Health: <https://www.cdph.ca.gov>

Regulation

approved: August 25, 2021

**Oxnard School District**

Oxnard, California