

# OXNARD SCHOOL DISTRICT

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



## **BOARD OF TRUSTEES**

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

## **ADMINISTRATION**

**Dr. Cesar Morales**  
Superintendent  
**Ms. Janet Penanhoat**  
Assistant Superintendent,  
Business & Fiscal Services  
**Dr. Jesus Vaca**  
Assistant Superintendent,  
Human Resources & Support Services  
**Dr. Anabolena DeGenna**  
Assistant Superintendent,  
Educational Services

## **AGENDA #10 REGULAR BOARD MEETING**

**Wednesday, February 6, 2019**

**5:00 p.m. – Study Session**

**Closed Session to Follow**

**7:00 PM - Regular Board Meeting**

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

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

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

[www.oxnardsd.org](http://www.oxnardsd.org)

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Frontier Communications - Channel 37

**Section A**  
**PRELIMINARY**

***A.1 Call to Order and Roll Call***

***5:00 PM***

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

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

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Ms. Leticia Ramos, Principal at Elm Academy of Environmental Life Science & Math, will introduce Ramon Solano, 5<sup>th</sup> grade student, in Ms. Patricia Ambriz' class, who will lead the audience in the Pledge of Allegiance.

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

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The District's Vision and Mission Statements will be read in English by Juliet Lima, 5<sup>th</sup> grade student, in Mr. Julio Cahue's class, and read in Spanish by Amy Vargas, 5<sup>th</sup> grade student, in Mrs. Ivette Zendejas' class, students at Elm Academy of Environmental Life Science & Math.

***A.4 Presentation by Elm Academy of Environmental Life Science & Math***

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Ms. Leticia Ramos will provide a short presentation to the Board regarding Elm Academy of Environmental Life Science & Math. Following the presentation President Robles-Solis will present a token of appreciation to the students that participated in the Board Meeting.

***A.5 Recognition of Driscoll Farms and Berry Pack on behalf of Migrant Families  
(DeGenna/Batista)***

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In December, volunteers from Driscoll Farms and Berry Pack's Philanthropy Team conducted their annual basket and blanket giveaway for Migrant Families across the Oxnard School District. They put together baskets of food, a gift card, and blankets that were distributed to families in need. Teams from these two companies worked together with Vallarta Supermarket who supports the event through negotiated prices on food and delivering the items. It is the recommendation of the Assistant Superintendent, Educational Services and the Director of English Learner Services that the Board of Trustees accepts the donations as presented.

***A.6 Recognition of Students - Honoring Oxnard School District's Million Word Readers  
(DeGenna/Curtis)***

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The Board of Trustees will recognize Oxnard School District students who have read One Million Words.

***A.7 Adoption of Agenda (Superintendent)***

Moved:  
Seconded:  
Vote:

**ROLL CALL:**

**Cordes \_\_, Vega \_\_, O'Leary \_\_, Madrigal Lopez \_\_, Robles-Solis \_\_**

***A.8 Closed Session – Public Participation/Comment*** (Limit three minutes per person per topic)

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Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a "Speaker Request Form" and submitting the form to the Assistant Superintendent of Human Resources and Support Services. Public comments 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.***

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

## Section A PRELIMINARY

(continued)

### ***A.9 Closed Session***

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1. Pursuant to Section 54956.9 of *Government Code*:
  - Conference with Legal Counsel – Anticipated Litigation: 1 case
  - Conference with Legal Counsel – Existing Litigations: 3 cases
    - Oxnard School District v. D.R. Horton, Ventura County Superior Court Case No. 56-2008-00320518
    - Case No. 2:17-CV-08789.CAS-MRW
    - J.R. v. Oxnard School District 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 & Support Services, and Garcia Hernández & Sawhney, LLP  
Association(s): OEA, OSSA, CSEA;  
and All Unrepresented Personnel – Administrators, Classified Management, Confidential
  
3. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:
  - Public Employee(s) Discipline/Dismissal/Release
    - a. Public Employee Appointment: K-8 Principal Appointment

### ***A.10 Reconvene to Open Session***

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**7:00 PM**

### ***A.11 Report Out of Closed Session***

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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.12 Adoption and Presentation of Resolution #18-23 for National School Counseling Week, February 4-8, 2019 (DeGenna/Ridge)***

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The American School Counselor Association recognizes February 4-8, 2019 as National School Counseling Week, “School Counselors: Providing Lessons for Life.” It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees approve the Adoption and Presentation of Resolution #18-23, recognition of February 4-8, 2019 as National School Counseling Week.

#### **ROLL CALL:**

**Cordes \_\_, Vega \_\_, O’Leary \_\_, Madrigal Lopez \_\_, Robles-Solis \_\_**

### ***A.13 Mathematics Professional Development Action Plan Presentation (DeGenna/Curtis)***

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The Board will receive a presentation on the Educational Services Mathematics professional development plan for the 2018-19 school year.

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

**Section B**  
**PUBLIC COMMENT/HEARINGS**

***B.1 Public Comment*** (3 minutes per speaker)

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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.

***B.1 Comentarios del Público*** (3 minutos para cada ponente)

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

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



**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.)

Notes:  
Moved:  
Seconded:

**ROLL CALL:**

**Cordes \_\_, Vega \_\_, O’Leary \_\_, Madrigal Lopez \_\_, Robles-Solis \_\_**

***C.1 Agreements***

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It is recommended that the Board approve the following agreements: Dept/School

**Enrichment:**

- #18-206 with Building Block Entertainment Inc., to conduct two (2) assemblies of “The Character Show” at McAuliffe School on May 17, 2019, amount not to exceed \$895.00; to be paid with Title I Funds. DeGenna/  
Elisondo

**Special Education:**

- #18-201 with Alternative Behavior Strategies, LLC to provide consultant services to the Special Education Services Department during the 2018-2019 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; amount not to exceed \$30,000.00; to be paid with Special Education Funds. DeGenna/  
Sugden

**Support Services:**

- #18-202 with Panorama Education Inc. to provide a web-based assessment and data system that identifies student needs within the realm of social and emotional learning. Panorama Surveys help schools and districts collect valid and reliable feedback about a wide range of topics that matter most, from engagement and communication, to school climate and culture; amount not to exceed \$24,000.00, to be paid with General Funds. DeGenna/  
Ridge

***C.2 Ratification of Agreements***

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It is recommended that the Board ratify the following agreements: Dept/School

**Academic:**

- #18-203 with Oxnard Adult School, Oxnard Union High School District will provide Parent/Guardian English as a Second Language (ESL) classes for Parents/Guardians of students in the Oxnard School District. The terms of the Agreement/MOU are effective beginning January 2019 and will automatically renew annually unless terminated in writing by either party. DeGenna/  
Batista
- #18-207 with Ventura County Office of Education (VCOE) - This agreement authorizes the Oxnard School District, Early Childhood Education Programs & State Preschools to participate in the Rising Stars Quality Rating Improvement System (QRIS) Block Grant with enhancement supports provided by VCOE. Through this agreement, the Oxnard School District will access funding to maintain and increase access to high quality preschools. The funding covers professional development, technical assistance, and costs of materials. Funding for this project will be provided to the Oxnard School District from the Ventura County Office of Education up to the amount of \$48,000.00. DeGenna/  
Thomas

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

**Section C**  
**CONSENT AGENDA**  
(continued)

**C.2 Ratification of Agreements (continued):**

It is recommended that the Board ratify the following agreements: Dept/School

**Facilities:**

- |  |                             |
|--|-----------------------------|
| <ul style="list-style-type: none"> <li>▪ Ratification of Change Order #001 to PO #P18-03887 with Silver Creek Industries Inc. to adjust costs for the Kinder/Flex Project at McAuliffe Elementary School. Change Order No. 001 provides for the Board's consideration and ratification of one change order, with the following scope of work: Additional Labor and Equipment Charge for Saturday installation. The Board's ratification of this increase to the overall project budget constitutes approval of the allocation of \$2,946.90 from the Program Reserve of the Master Construct &amp; Implementation Program, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.</li> </ul>  | Penanhoat/<br>Fateh/<br>CFW |
| <ul style="list-style-type: none"> <li>▪ Ratification of Change Order #001 to PO #P18-03890 with Silver Creek Industries Inc. to adjust costs for the Kinder/Flex Project at Ritchen Elementary School. This change order includes time and a half labor charges, and upcharges for equipment related to the activities conducted by Silver Creek Industries on September 22, 2018. These charges are consistent with construction industry standards for Saturday work. Change Order No. 001 provides for the Board's consideration and ratification of one change order: Additional labor and equipment charge for Saturday installation. The Board's ratification of this increase to the overall project budget constitutes approval of the allocation of \$2,946.90 from the Program Reserve of the Master Construct &amp; Implementation Program, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.</li> </ul> | Penanhoat/<br>Fateh/<br>CFW |

**Special Education:**

- |  |                    |
|--|--------------------|
| <ul style="list-style-type: none"> <li>▪ #18-197 with Casa Pacifica School - Requesting ratification for Non-Public School (NPS) services for Student JH012605, for the 2018-2019 school year, including Extended School Year. The Non-Public School will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the individual service agreement; amount not to exceed \$62,437.50; to be paid with Special Education Funds.</li> </ul>                   | DeGenna/<br>Sugden |
| <ul style="list-style-type: none"> <li>▪ #18-198 with Assistance League - Requesting ratification for Non Public School (NPS) services for the students listed below for the 2018-2019 school year, including Extended School year. The Non Public School provides a program of instruction, which is consistent with the pupils' individual educational plans as specified in the individual service agreements; amount not to exceed \$37,000.00; to be paid with Special Education Funds.</li> </ul>                | DeGenna/<br>Sugden |
| <ul style="list-style-type: none"> <li>▪ #18-204 with Ventura County Office of Education, Special Circumstances Paraeducator Services (SCP). It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-204 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$181,840.75, to be paid with Special Education Funds.</li> </ul> | DeGenna/<br>Sugden |

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

**Section C  
CONSENT AGENDA**

(continued)

**C.2 Ratification of Agreements (continued):**

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It is recommended that the Board ratify the following agreements:	Dept/School
<b>Support Services:</b>	
<ul style="list-style-type: none"> <li>▪ Amendment #1 to Agreement #18-142 with Maxim Healthcare Services Inc. It is necessary to provide additional nurse coverage required due to the extended leave of an OSD nurse. Original agreement #18-142 was approved in the amount of \$10,000.00, Amendment #1 for an amount not to exceed \$73,000.00, for a new total agreement amount of \$83,000.00, to be paid from the General Fund.</li> </ul>	DeGenna/ Ridge
<ul style="list-style-type: none"> <li>▪ #18-205 with WestEd to collect the California Healthy Kids Surveys to be taken by Oxnard School District, 5th and 7<sup>th</sup> grade students, during the period of February 25, 2019 through March 8, 2019, and compile reports on the findings by school and district. Term of Agreement/MOU is September 1, 2018 through August 31, 2019; amount not to exceed \$7,036.00, to be paid from the General Fund.</li> </ul>	DeGenna/ Ridge

**C.3 Establish/Abolish/Increase/Reduce Hours of Positions**

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It is the recommendation of the Director, Classified Human Resources, that the Board of Trustees approve the establishment, and increase of positions, as presented.	Dept/School Nair-Villano
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**C.4 Personnel Actions**

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It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Interim Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.	Dept/School Vaca/ Nair-Villano
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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**

**Section D**  
**ACTION ITEMS**

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

***D.1 Plaza Comunitaria Presentation***

Plaza Comunitaria is a program provided by CAFE in conjunction with the Mexican government that allows Spanish-speaking adults to take tests and receive elementary, middle, and high school certification. This presentation will explain more about the program, its cost, and the feasibility of offering it here at the Oxnard School District.

Dept/School  
DeGenna/  
Batista

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of English Learner Services that the Board of Trustees approve the plan as presented. Potentially for an amount up to \$30,000.00, to paid out of Title III funds.

**ROLL CALL:**

**Cordes \_\_, Vega \_\_, O'Leary \_\_, Madrigal Lopez \_\_, Robles-Solis \_\_**

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

**Section E**  
**APPROVAL OF MINUTES**

***E.1 Approval of Minutes***

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It is recommended that the Board approve the minutes of regular and special board meetings, as submitted:

- November 14, 2018, Regular Board Meeting
- December 12, 2018, Regular Board Meeting
- January 9, 2019, Special Board Meeting

Moved:  
Seconded:  
Vote:

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

**Section F**  
**BOARD POLICIES**

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

***F.1 First Reading of Board Policies, Regulations and Bylaws***

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It is recommended that the Board review the following revised Board Policies, Administrative Regulations and Bylaws, as presented, and approve for a first reading:

Revision BP & AR 6142	Instruction Sexual Health and HIV/AIDS Prevention Instruction	DeGenna
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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**

**Section G  
CONCLUSION**

***G.1 Superintendent's Announcements (3 minutes)***

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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.

Notes:

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

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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.

Notes:

***G.3 ADJOURNMENT***

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Moved:  
Seconded:  
Vote:

Time:

**ROLL CALL:**

**Cordes \_\_, Vega \_\_, O'Leary \_\_, Madrigal Lopez \_\_, Robles-Solis \_\_**

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



**Vision:**

Empowering All Children to Achieve Excellence

**Mission:**

Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.



**Visión:**

Capacitar a cada alumno para que logre la excelencia académica

**Misión:**

Asegurar una educación culturalmente diversa para todo el alumnado en un ambiente seguro, saludable y propicio que les prepare para la Universidad y el acceso a oportunidades para desarrollar una carrera profesional.



OSD BOARD AGENDA ITEM

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

**Date of Meeting: 2/6/19**

- Study Session: \_\_\_\_\_  
Closed Session: \_\_\_\_\_  
A-1. Preliminary \_\_\_\_\_  
A-11. Reports   X    
B. Hearings: \_\_\_\_\_  
C. Consent Agenda \_\_\_\_\_ Agreement Category:  
    \_\_\_ Academic  
    \_\_\_ Enrichment  
    \_\_\_ Special Education  
    \_\_\_ Support Services  
    \_\_\_ Personnel  
    \_\_\_ Legal  
    \_\_\_ Facilities  
D. Action Items \_\_\_\_\_  
F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Recognition for Driscoll’s and Berry Pack on behalf of Migrant Families (DeGenna/Batista)**

In December, volunteers from Driscoll’s Philanthropy Team conducted their annual basket and blanket giveaway for Migrant Families across the Oxnard School District. They put together baskets of food, a gift card, and blankets that were then distributed to families in need. Teams from these two companies worked together with Vallarta Supermarket who supports the event through negotiated prices on food and delivering the items on the day of the event. We would like to acknowledge the hard work of Moises Hurtado from Driscoll’s who worked closely with Alberto Mendoza in the Educational Services Department and it is his perseverance and hard work along with the vision of his retired mother-in-law Celia Gonzalez that has made this event a success each year.

We appreciate all the volunteers for their dedication and support to the Oxnard community.

**FISCAL IMPACT:**

- \$5,000 was donated by Driscoll’s
  - \$5,000 was donated by Berry Pack
- For the purchase of 200 food baskets and blankets.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of English Learner Services that the Board of Trustees accepts the donations as outlined above.

**ADDITIONAL MATERIAL: None**

OSD BOARD AGENDA ITEM

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

**Date of Meeting:** 2/6/19

- A. Preliminary   X    
Study Session: \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_ Agreement Category:  
\_\_\_\_ Academic  
\_\_\_\_ Enrichment  
\_\_\_\_ Special Education  
\_\_\_\_ Support Services  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Report/Discussion Items (no action) \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Recognition of Students - Honoring Oxnard School District's Million Word Readers  
(DeGenna/Curtis)**

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Students who have read One Million Words will be recognized by the Board of Trustees. Students will receive a t-shirt that states, "I Read 1,000,000 Words What's your Superpower."

**FISCAL IMPACT:** None

**RECOMMENDATION:** It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Curriculum, Instruction and Accountability that the Board of Trustees accept this item as presented.

**ADDITIONAL MATERIAL:** None

OSD BOARD AGENDA ITEM

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

**Date of Meeting: 2/6/19**

- Study Session: \_\_\_\_\_  
Closed Session: \_\_\_\_\_  
A-1. Preliminary \_\_\_\_\_  
A-11. Reports   X    
B. Hearings: \_\_\_\_\_  
C. Consent Agenda \_\_\_\_\_ Agreement Category:  
    \_\_\_ Academic  
    \_\_\_ Enrichment  
    \_\_\_ Special Education  
    \_\_\_ Support Services  
    \_\_\_ Personnel  
    \_\_\_ Legal  
    \_\_\_ Facilities  
D. Action Items \_\_\_\_\_  
F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Adoption and Presentation of Resolution #18-23 for National School Counseling Week, February 4-8, 2019 (DeGenna/Ridge)**

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The American School Counselor Association (ASCA) has recognized February 4-8, 2019 as National School Counseling Week, "School Counselors: Providing Lessons for Life."

The District recognizes school counselors for the tremendous impact they have in helping students achieve school success and plan for a career.

School counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development; and school counselors help parents focus on ways to further the educational, personal and social growth of their children.

School counselors seek to identify and utilize communication resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society.

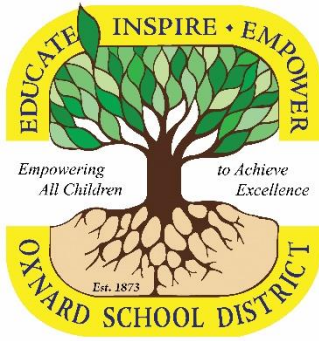
**FISCAL IMPACT: None**

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Pupil Services that the Board of Trustees approve the Adoption and Presentation of Resolution #18-23, recognition of February 4-8, 2019 as National School Counseling Week.

**ADDITIONAL MATERIAL:**

**Attached: Resolution (1 page)**



**RESOLUTION NO. 18-23  
OXNARD SCHOOL DISTRICT  
BOARD OF TRUSTEES**

***National School Counseling Week  
February 4-8, 2019***  
“School Counselors: Providing Lessons for Life”

**WHEREAS**, school counselors are employed in public and private schools to help students reach their full potential; and

**WHEREAS**, school counselors are actively committed to helping students explore their abilities, strengths, interests, and talents as these traits relate to career awareness and development; and

**WHEREAS**, school counselors help parents focus on ways to further the educational, personal and social growth of their children; and

**WHEREAS**, school counselors work with teachers and other educators to help students explore their potential and set realistic goals for themselves, and

**WHEREAS**, school counselors seek to identify and utilize communication resources that can enhance and complement comprehensive school counseling programs and help students become productive members of society, and

**WHEREAS**, comprehensive developmental school counseling programs are considered an integral part of the educational process that enables all students to achieve success in school;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Oxnard School District proclaims the week of February 4-8, 2019, as ***National School Counseling Week***, and encourages staff and the community at large to celebrate the important contributions of this vital profession.

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

Adopted this 6<sup>th</sup> day of February 2019.

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

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

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

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

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

OSD BOARD AGENDA ITEM

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

**Date of Meeting: 2/6/19**

- A. Preliminary \_\_\_\_\_  
Study Session:  X
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_ Agreement Category:  
\_\_\_\_\_ Academic  
\_\_\_\_\_ Enrichment  
\_\_\_\_\_ Special Education  
\_\_\_\_\_ Support Services  
\_\_\_\_\_ Personnel  
\_\_\_\_\_ Legal  
\_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Report/Discussion Items (no action) \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Mathematics Professional Development Action Plan Presentation (DeGenna/Curtis)**

The Educational Services Mathematics professional development plan for the 2018-19 school year will be presented.

**FISCAL IMPACT:** None

**RECOMMENDATION:** Informational only.

**ADDITIONAL MATERIAL:** Power Point

The background is a dark blue gradient with various mathematical symbols and numbers scattered throughout. Symbols include the dollar sign (\$), yen sign (¥), euro sign (€), pound sign (£), and arrows pointing up and down. Numbers include 1, 2, 3, 4, 5, 6, 7, 8, 9, and 0. The text is centered in white.

# Mathematics Professional Development Action Plan

February 6, 2019





**Change is  
Imperative!**



**IF YOU  
ALWAYS DO  
WHAT YOU'VE  
ALWAYS  
DONE,  
YOU'LL  
ALWAYS  
GET WHAT  
YOU'VE  
ALWAYS GOT.**

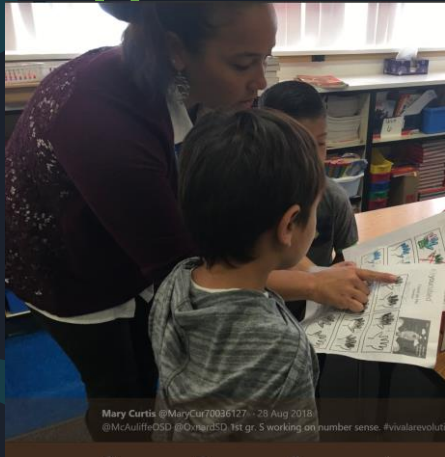
**HENRY FORD**

**SUCCESS.com**



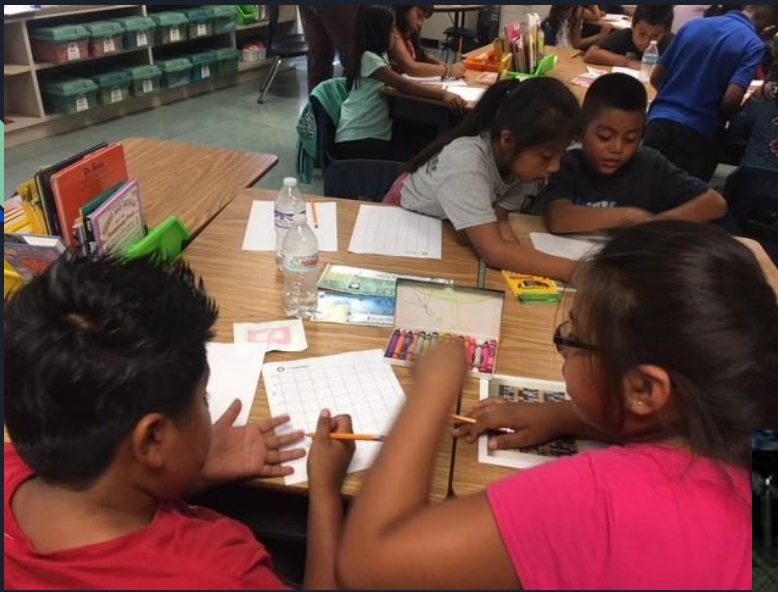
# Summer 2018 Professional Development

A different model of professional development . . .



## Mathematical Mindset Summer Practicum

- Built teacher capacity in mathematical mindset strategies to increase student problem solving skills
- Training for teachers in the morning



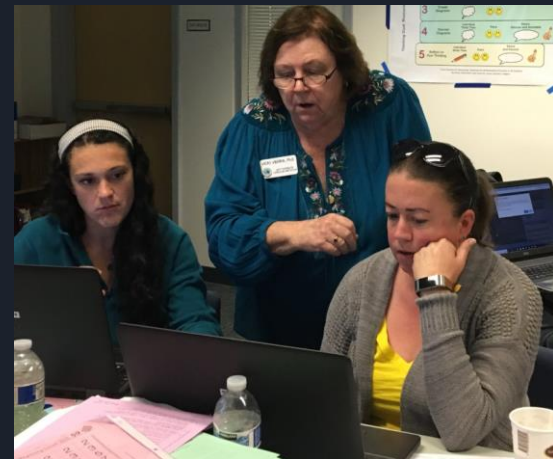
Teachers worked with students in the After School Program to immediately practice strategies learned, reflect on what worked and what didn't and re-try strategies the next day.

55 third, fourth and fifth grade teachers participated in the Summer Practicum.



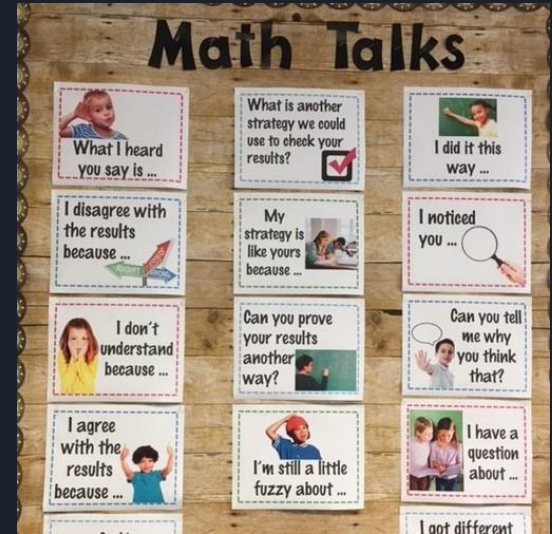
Summer 2018  
Ventura County Office of Education  
Professional Development

- 6 • Provided a deeper understanding of classroom routines that promote critical thinking and mathematical reasoning.
- 105 teachers attended the training- 14 K-2, 65 3-5 and 22 6-8.



# Summer Institute from a Teacher's Perspective

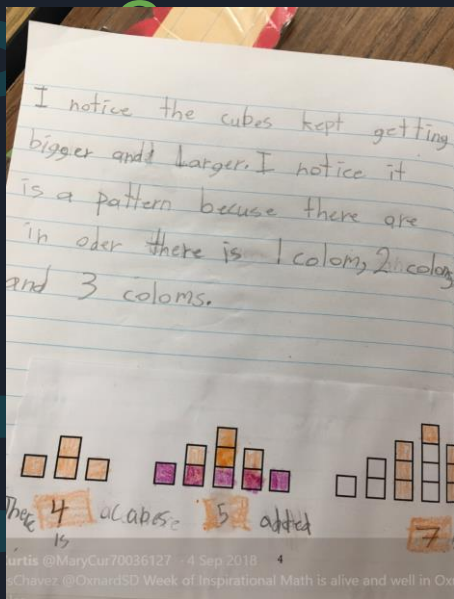
Traci Martinez  
3rd Grade Brekke



# Professional Development Within the School Year

## Math Mentor Professional Development

- Building mentor capacity in Mathematical routines and problem solving strategies.
- Exploring the resources on the Smarter Balanced Digital Library.
- Introduction to CAASPP Interim Assessment Block administration and data analysis.



# Professional Development Within the School Year

## New Teacher Training in My Math Materials

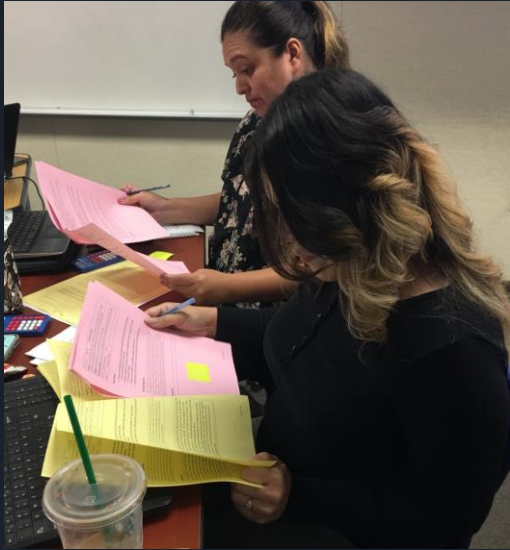


- Introduction to district adopted mathematics materials.
- Provided a deeper understanding of mathematical mindset strategies.



# Professional Development Within the School Year

## Ventura County Office of Education 6th-8th grade Math Teachers



- Reviewed rigor and content of CAASPP Interim Assessment Blocks.
- Provided a deeper understanding on CAASPP Math Performance tasks and skills needed for student success.

## Teacher Support Throughout the School Year

- Math Instructional Specialist for 6th-8th grade Math Teachers
- Math Mentors at each site
- Follow-up Collaboration Time for Summer Practicum Teachers



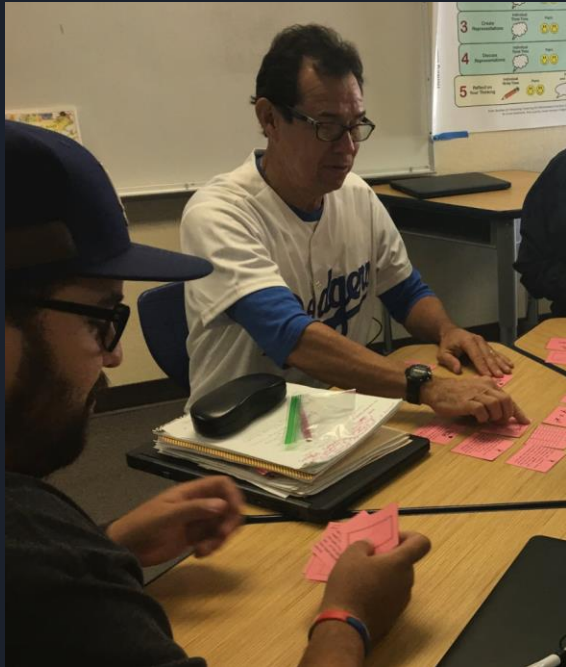


## Math Instructional Specialist Support for 6th-8th grade Math Teachers



- Building teacher capacity in providing Mathematical routines and problem solving strategies through monthly cohort professional development.
- Ongoing training for 6th-8th grade math teachers attending.

## Math Instructional Specialist Support for 6th-8th grade Math Teachers



- Grade level specific monthly problem solving activities created.
- Classroom support-by providing demonstration lessons and assisting with lesson design to mirror the rigor and expected student outcomes of the CAASPP.

# Math Instructional Specialist's Perspective

Julie Prater

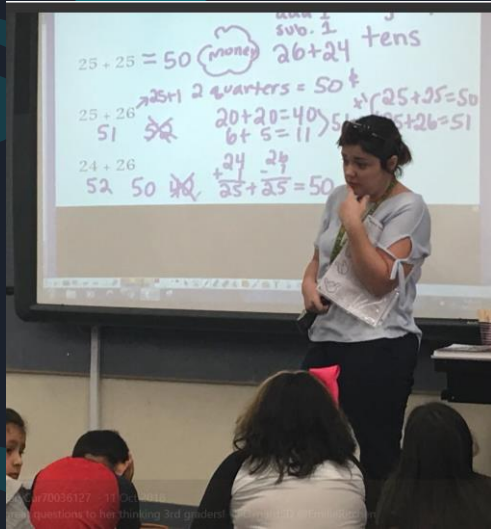
Math Instructional Specialist

6th-8th



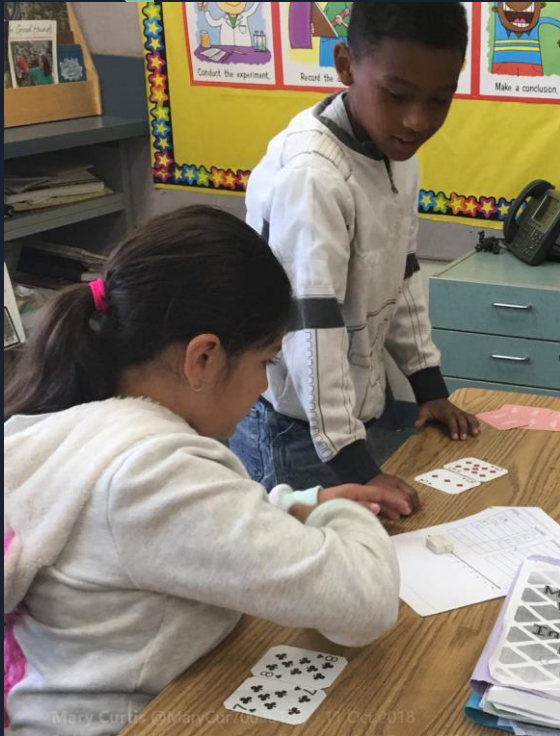
## Math Mentor Site Support

- Building teacher capacity in providing Mathematical routines and problem solving strategies through professional development opportunities offered during staff meetings and after school trainings.
- Provide mathematical mindset professional development during SIP Day.



# Math Mentor Site Support

- Assistance with CAASPP Interim Assessment Block data review.
- Classroom support--providing rigorous lessons and games that promote math critical thinking strategies and mirror the student performance expectations of the CAASPP.



# Math Mentor Work From a Teacher's Perspective

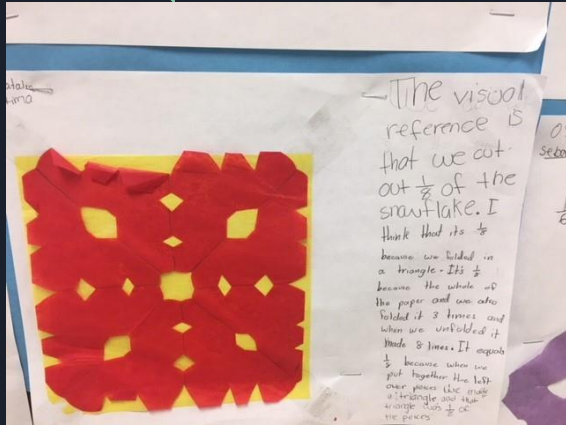
Laura Miller

Math Mentor and 3rd grade teacher  
Marshall





# School Year Follow Up Training for K-5 Teachers Who Attended the Summer Training



- Grade level specific collaboration time used to create short-term plans for integration of strategies learned during the summer training.

- Seven collaboration meetings set for each grade level.
- Teachers sharing what has worked in their classrooms.



# School Year Follow Up Training from a Teacher's Perspective

Diane DeMars  
4th Grade Teacher  
Kamala





## Math Improvement Project

- Action Research Project with 13 teachers at Kamala and Frank.
- Teachers working with District Math Instructional Specialist and Kamala Math Specialist in a coaching model.
- Data will be collected to see if a focus on classroom support/feedback increases the usage of teaching strategies learned during professional development.

## Site Administration Support



- Building principal capacity in recognizing effective mathematical routines and problem solving during site classroom visits.
- Focused monthly collaborative classrooms visits on lesson rigor and student engagement.
- Analysis of Math STAR 360 and CAASPP data to determine strategies to increase student proficiency.

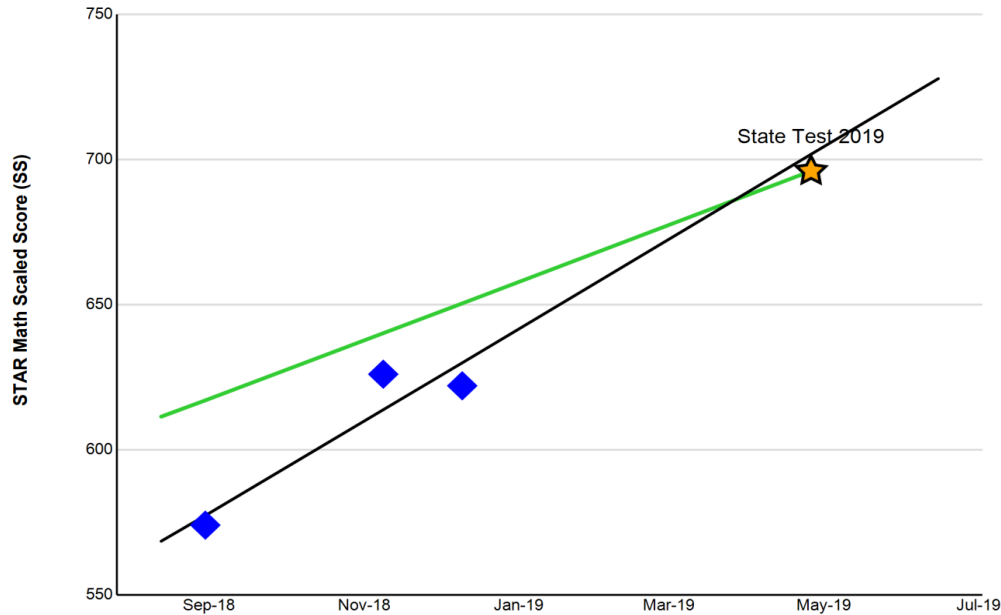
# How Are We Monitoring?

School: Marshall Elementary

Reporting Period: 8/13/2018 - 6/14/2019

## Grade: 4

### Pathway to Proficiency - Grade 4



District directors and site principals are reviewing STAR 360 Math data regularly

# How Are We Monitoring?

Site administrators are reviewing STAR 360 Math data during PLC meetings to create short term plans for improvement

Instructional Groups	Number of Students	Scaled Score	
		Median	Range
Group 1	8	668	646 - 697
Group 2	9	606	559 - 625
Group 3	3	508	497 - 532
Group 4	4	368	332 - 448

## Suggested Skills

Skill recommendations are based on the median score for each Instructional Group. These skills are a starting point for instructional planning. Combine this information with your own knowledge of the student and use your professional judgment when designing an instructional program. Use Core Progress Math built for CA learning progression for math to find additional information for each skill, teacher activities, and sample items.

## Group 1

### Students

Lizbeth Ahumada+, Kaleb Alamillo+, Paulina Betancourt+, Evan Carrillo+, Madelyn Charles+, Cameron Cran+, [REDACTED]

### Numbers and Operations

GR

#### Number and Operations in Base Ten

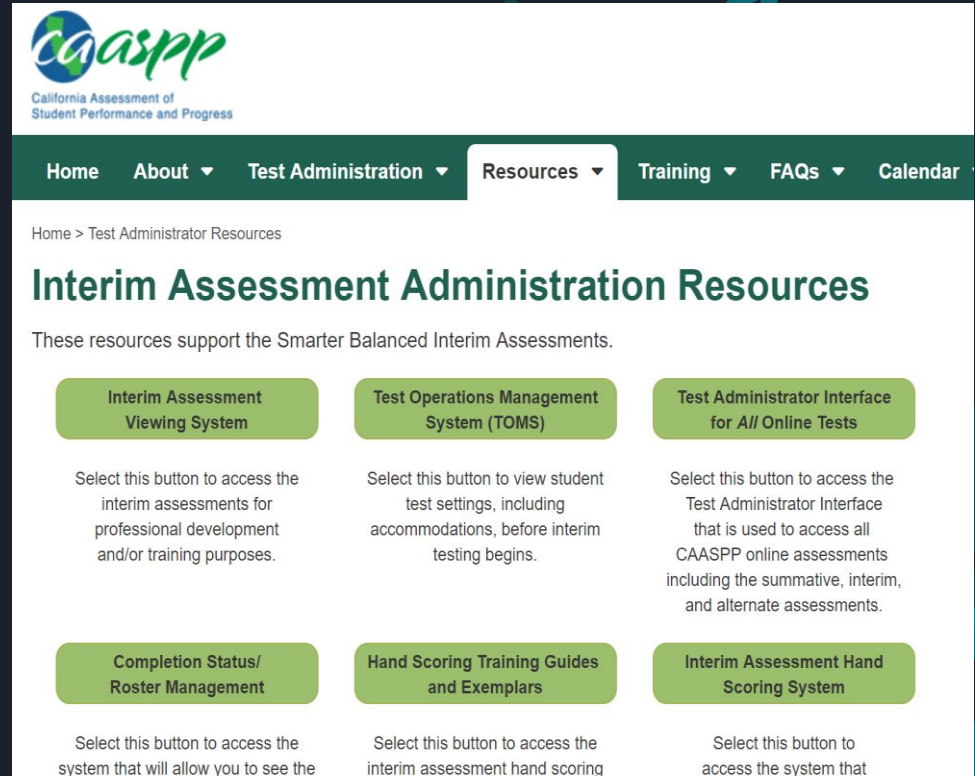
- 5 » Fluently multiply multi-digit whole numbers
- 5 » Divide a whole number of up to four digits by a 2-digit whole number using one of various strategies
- 5 Demonstrate the reasoning used in a division problem with a dividend of up to four digits and a 2-digit divisor

#### Number and Operations - Fractions

- 5 Add or subtract fractions or mixed numbers with unlike denominators
- 5 Estimate a sum or difference of two fractions
- 5

# How Are We Monitoring?

- Teachers are using CAASPP IAB Math assessments to expose students to format and technology usage on the CAASPP.
- Teachers are reviewing student data on IAB assessments to inform instruction.



The screenshot displays the CAASPP website's 'Resources' page. The header includes the CAASPP logo and navigation links: Home, About, Test Administration, Resources (selected), Training, FAQs, and Calendar. The main content area is titled 'Interim Assessment Administration Resources' and states: 'These resources support the Smarter Balanced Interim Assessments.' Below this, there are six resource cards arranged in a 2x3 grid:

- Interim Assessment Viewing System**: Select this button to access the interim assessments for professional development and/or training purposes.
- Test Operations Management System (TOMS)**: Select this button to view student test settings, including accommodations, before interim testing begins.
- Test Administrator Interface for All Online Tests**: Select this button to access the Test Administrator Interface that is used to access all CAASPP online assessments including the summative, interim, and alternate assessments.
- Completion Status/Roster Management**: Select this button to access the system that will allow you to see the
- Hand Scoring Training Guides and Exemplars**: Select this button to access the interim assessment hand scoring
- Interim Assessment Hand Scoring System**: Select this button to access the system that

Change is hard at first,  
messy in the middle,  
and gorgeous at the end.

~Robin Sharma



**OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** 2/6/19

- Study Session:** \_\_\_\_\_  
**Closed Session** \_\_\_\_\_
- A-1. Preliminary** \_\_\_\_\_  
**A-II. Reports** \_\_\_\_\_  
**B. Hearings** \_\_\_\_\_  
**C. Consent Agenda** \_\_\_\_\_
- Agreement Category:**  
\_\_\_\_ Academic  
**X** **Enrichment**  
\_\_\_\_ **Special Education**  
\_\_\_\_ **Support Services**  
\_\_\_\_ **Personnel**  
\_\_\_\_ **Legal**  
\_\_\_\_ **Facilities**
- D. Action Items** \_\_\_\_\_  
**F. Board Policies**      **1<sup>st</sup> Reading** \_\_\_\_\_      **2<sup>nd</sup> Reading** \_\_\_\_\_

**Approval of Agreement #18-206, Building Block Entertainment Inc. (DeGenna/Elisondo)**

Building Block Entertainment Inc. will conduct two (2) assemblies of “The Character Show” at McAuliffe School on May 17, 2019.

**FISCAL IMPACT:**

Not to exceed \$895.00 – Title 1

**RECOMMENDATION:**

It is the recommendation of the Principal, McAuliffe School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-206 with Building Block Entertainment Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:**      Agreement #18-206, Building Block Entertainment Inc. (1 Page)  
                     Invoice #3146 (1 Page)  
                     Certificate of Insurance (4 Pages)

CONTRACT FOR SCHOOL ASSEMBLY PERFORMANCE

Please e-sign this contract, or download it, sign it, and fax it to (818) 979-7198 (no cover sheet is required), or email signed contract to [scheduleassemblies@gmail.com](mailto:scheduleassemblies@gmail.com).

Solo performer Obediah Thomas will perform the program entitled: "The Character Show"
Name of school where performance is held: Christa McAuliffe Elementary Oxnard
The performance(s) shall begin at: 8:30am & 9:30am (program length: approx. 45 min.)
The assembly shall be performed on the following date: Friday May 17, 2019
School address: 3300 W. Via Marina Avenue Oxnard, CA 93035 United States
School contact person: Mary Elisondo
The total fee for this engagement: \$895.00
Please make check payable to Building Block Entertainment Inc. EIN 27-1719204
Deposit due: \$0.00

Technical requirements:

- 1. An additional \$100 will be added to the above fee for outdoor performances. (Due to technical reasons, the program "Bye Bye Bully" cannot be performed outdoors.)
2. Before signing this contract, please verify that this date is recorded on your school calendar.
3. Please clear and sweep the performance area.
4. Performer will require the use of a table.
5. Performer requires access to the performing area at least 60-minutes before the performance time is required. Performer requires 55-minutes to load in and set up.
6. A performing space or stage of at least 15' wide x 15' deep is required.
7. Unless otherwise arranged, performer will furnish microphones and sound system.
8. Once the show has ended, performer will need an additional 30-minutes to remove props and sound equipment from the stage.
9. Please arrange for a school representative such as a custodian to be present at setup time (60 min. before the first performance) to direct performer to the stage lighting controls, table, electrical outlets, and restrooms.
10. Performer requires at least 10-minutes to reset the stage between multiple performances.
11. This contract is subject to cancellation by Shows That Teach (Building Block Entertainment Inc.) due to legitimate illness, accidents, acts of God or other conditions beyond the control of the performer, but will be rescheduled on a mutually agreeable date.
12. The total fee is due with a cancellation made by the school the same day as the scheduled performance (for any reason).
13. You may reach the performer directly at the following cell phone: (818) 726-3526.

Signature for agreement: \_\_\_\_\_
Lisa A. Franz, Director, Purchasing

Click Here to Sign

Signature for Building Block Entertainment Inc.: Obediah Thomas





Date: Monday December 10, 2018

Invoice #: 3146

# INVOICE

FROM:  
Shows That Teach / Building Block Entertainment Inc.  
5243 Comercio Ave., Woodland Hills, CA 91364  
(818) 422-1872  
mark@showsthatteach.com

TO: Oxnard School District  
1051 South A Street  
Oxnard, CA 93030

## Description

## Total

Regarding School Assembly "The Character Show" at Christa McAuliffe Elementary.		\$895.00
Provided on Friday May 17, 2019.		
	Total	\$895.00
	Deposit	No Deposit Due
	Balance Due	May 17

**PLEASE MAKE CHECK PAYABLE TO BUILDING BLOCK ENTERTAINMENT INC.**  
(Please let us know if this has been sent to the wrong person OR please forward it to the correct person.)

Thank you.





## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE FORM  
PRODUCTS/COMPLETED OPERATIONS COVERAGE FORM  
LIQUOR LIABILITY COVERAGE FORM  
PROFESSIONAL LIABILITY COVERAGE FORM

Please refer to each coverage form to determine which terms are defined. Words shown in quotations on this endorsement may or may not be defined in all coverage forms.

#### SCHEDULE

Person or Entity: Any person or organization to whom you are obligated by valid written contract to provide such coverage.

Additional Premium: \$ (Check box if fully earned. )  
Included

**WHO IS AN INSURED** is amended to include the person or entity shown in the Schedule above as an Additional Insured under this insurance, but only as respects negligent acts or omissions of the Named Insured and only as respects any coverage not otherwise excluded in the policy. Our agreement to accept an Additional Insured provision in a contract is not an acceptance of any other provisions of the contract or the contract in total.

When coverage does not apply for the Named Insured, no coverage or defense shall be afforded to the Additional Insured.

No coverage shall be afforded to the Additional Insured for injury or damage of any type to any "employee" of the Named Insured or to any obligation of the Additional Insured to indemnify another because of damages arising out of such injury or damage.

All other terms and conditions remain unchanged.



COMMERCIAL GENERAL LIABILITY  
POLICY NUMBER:  
2CN0163-3056

## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

**Additional Premium:** \$ 0

**Name of Person or Organization:** Any person(s) or organization(s) to whom the Named Insured agrees to waive rights of recovery in a written contract.

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above as respects written contracts that exist between you and such person or entity, provided you have agreed in writing to furnish this waiver. This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain unchanged.

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

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: 2/6/19

- Study Session: \_\_\_\_\_  
Closed Session \_\_\_\_\_
- A-1. Preliminary \_\_\_\_\_  
A-II. Reports \_\_\_\_\_  
B. Hearings \_\_\_\_\_  
C. Consent Agenda \_\_\_\_\_
- Agreement Category:  
\_\_\_\_ Academic  
\_\_\_\_ Enrichment  
X Special Education  
\_\_\_\_ Support Services  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_  
F. Board Policies      1<sup>st</sup> Reading \_\_\_\_\_      2<sup>nd</sup> Reading \_\_\_\_\_

**Approval of Agreement #18-201 – Alternative Behavior Strategies, LLC (DeGenna/Sugden)**

Alternative Behavior Strategies, LLC. will provide consultant services to the Special Education Services Department during the 2018-2019 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.

**FISCAL IMPACT:**

Not to exceed \$30,000.00 - Special Education Funds

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-201 with Alternative Behavior Strategies, LLC.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #18-201, Alternative Behavior Strategies, LLC (2 Pages)  
Certificate of Insurance (2 Pages)



## OSD AGREEMENT #18-201

### ABS SERVICES AGREEMENT (School/District)

This **AGREEMENT** is made and entered into this 6th day of February, 2019, by and between Oxnard School District, hereinafter called the "**School**" and Alternative Behavior Strategies, LLC 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 Feb. 7, 2019 and continue for duration of the 2018-2019 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:* \$80/hour
- b. *Behavioral Intervention Development:* \$110/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:** Teresa Barron

**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**  
BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Oxnard School District **(School)**  
BY: \_\_\_\_\_  
Name: Lisa A. Franz, Director, Purchasing  
Date: \_\_\_\_\_





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/9/2018

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

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

<b>PRODUCER</b> Leavitt Group Insurance Advisors, Inc. 560 South 300 East Suite 150 Salt Lake City UT 84111	<b>CONTACT NAME:</b> Lisa DeGolyer <b>PHONE (A/C, No, Ext):</b> (801)308-1500 <b>E-MAIL ADDRESS:</b> lisa-degolyer@leavitt.com		<b>FAX (A/C, No):</b> (801)308-1427
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Alternative Behavior Strategies, LLC ABS Holdco Inc., ABS Topco LLC 515 South 700 East, Suite 2A Salt Lake City UT 84102	<b>INSURER A:</b> Hartford Insurance Group		<b>29424</b>
	<b>INSURER B:</b> Workers Compensation Fund		<b>10033</b>
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 2018-2019 GL &amp; WC

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:			34 SBA II6807	3/21/2018	3/21/2019	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
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 <input type="checkbox"/> N/A	3330869	3/26/2018	3/26/2019	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

Coverage is subject to the terms and conditions of the policy where required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa DeGolyer/LIDEGO

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# Certificate of Liability Insurance

Date Issued: 04/24/2018

**Underwritten by:** Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 19193

**Administered by:** CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0902 · info@cphins.com

DISCLAIMER: This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

**Insured:** Alternative Behavior Strategies

Jeff Skibitsky

515 S 700 E #2A

Salt Lake City, UT 84102

**Policy Number:** 076905

**Policy Term:** 05/18/2018 to 05/18/2019

### Covered Locations

**Professional Liability:** Portable coverage, not location specific

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	\$ 1,000,000	\$ 3,000,000
Supplemental Liability	\$ 1,000,000	\$ 3,000,000
Licensing Board Defense	\$ 35,000	\$ 35,000
Commercial General Liability	N/A	N/A
▫ Fire/Water Legal Liability	N/A	N/A
Business Personal Property	N/A	N/A

**Comments/Special Descriptions:**

### Certificate Holder

PROOF OF COVERAGE

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). **Notice of Cancellation** will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

Authorized Representative  
C. Philip Hodson

**OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** 2/6/19

- |       |  |       |                                     |
|-------|--|-------|-------------------------------------|
|       | <b>Study Session:</b>                        | _____ |                                     |
|       | <b>Closed Session</b>                        | _____ |                                     |
| A-1.  | <b>Preliminary</b>                           | _____ |                                     |
| A-II. | <b>Reports</b>                               | _____ |                                     |
| B.    | <b>Hearings</b>                              | _____ |                                     |
| C.    | <b>Consent Agenda</b>                        | _____ | <b>Agreement Category:</b>          |
|       |  |       | ___ Academic                        |
|       |  |       | ___ Enrichment                      |
|       |  |       | ___ Special Education               |
|       |  |       | <u>X</u> Support Services           |
|       |  |       | ___ Personnel                       |
|       |  |       | ___ Legal                           |
|       |  |       | ___ Facilities                      |
| D.    | <b>Action Items</b>                          | _____ |                                     |
| F.    | <b>Board Policies 1<sup>st</sup> Reading</b> | _____ | <b>2<sup>nd</sup> Reading</b> _____ |

**Approval of Agreement #18-202 – Panorama Education Inc. (DeGenna/Ridge)**

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Panorama Education Inc. provides a web-based assessment and data system that identifies student needs within the realm of social and emotional learning. Panorama Surveys help schools and districts collect valid and reliable feedback about a wide range of topics that matter most – from engagement and communication, to school climate and culture. Panorama for Social-Emotional Learning (SEL) helps educators understand students’ SEL – the skills and mindsets that enable students to succeed in school and in life – with research-backed measures and actionable data reports. Panorama Student Success provides a complete picture of every student’s academics, attendance, behavior, and social-emotional learning progress in school. Oxnard School District plans to pilot the use of this web-based tool at three (3) selected school sites in order to measure the impact of the program on school climate, with particular attention to vulnerable populations such as students experiencing homelessness, foster youth, and students with disabilities.

**FISCAL IMPACT:**

Not to exceed \$24,000.00 – General Fund

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-202 with Panorama Education Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #18-202, Panorama Education Inc. (5 Pages)  
Certificate of Insurance (1 Page)

# PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Oxnard School District	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Chris Ridge, Director of Pupil Services	<i>Primary Contact, Title</i>	Gabi Zerbib, Regional Director
<i>Billing / Payment Address</i>	1051 South A Street	<i>Billing Address</i>	24 School Street, Fourth Floor
<i>City / State / Zip</i>	Oxnard, CA 93030	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	mridge@oxnardsd.org	<i>Email</i>	gzerbib@panoramaed.com
<i>Phone</i>	(805) 385-1501 ext 2161	<i>Phone</i>	(650) 285-0609
(1) Description of Services and (2) Fees			
Description of Services		Fees	
<b>Panorama Platform License Fee: Student Success and Social-Emotional Learning at 3 Schools</b> Access to Panorama Student Success Platform and Support (as defined in the Terms and Conditions) for 2,800 students at 3 Schools <ul style="list-style-type: none"> <li>- Data integration</li> <li>- Dashboards and reporting for teachers, student support staff, school administrators, district administrators, and other staff</li> <li>- Social-emotional learning measures</li> </ul> <b>Professional Development</b> <ul style="list-style-type: none"> <li>- One two hour on-site workshop focused on increasing staff's knowledge and capacity of actioning planning with SEL data following the first survey administration</li> <li>- Two workshop and/or webinars centered around taking action on data using Student Success</li> </ul>		<i>Effective Date:</i>	<u>February 7, 2019</u>
		<i>Contract Term: (From Effective Date)</i>	<u>X</u> 1 year (Contract ends February 6, 2020) ___ 2 years ___ 3 years
		<i>Panorama Success and SEL Licenses: Professional Development:</i>	\$21,000 \$3,000
		<i>Annual License Fee: (Due on Effective Date for Year 1)</i>	<b>\$24,000</b>
Other Terms and Conditions (if any)			
Agreement			
The agreement by and between the Client and Panorama (this " <u>Agreement</u> ") consists of this Service Order (the " <u>SO</u> ") and the Terms and Conditions attached to the SO.			
Authorization			
By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.			

# PANORAMA EDUCATION – SERVICE ORDER



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

## Terms and Conditions

### BACKGROUND

Panorama is an education technology company that has developed a cloud-based platform-as-a-service that enables schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents (the “Platform”). Client and Panorama have entered into the SO and, from time to time hereafter, Client and Panorama may enter into additional Service Orders (“Future SOs”) pursuant to which Client will purchase rights to use the Platform and receive services. These Terms and Conditions are incorporated by reference into the SO to create this Agreement and will be incorporated by reference into each Future SO to create separate future agreements for the rights and services described in the applicable Future SO, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

### 1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to the terms and conditions of this Agreement, Panorama hereby grants Client the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client’s use (including use by Client’s students, staff and parents, as described in the SO, if applicable (“Authorized Users”).

1.2 Limitations. The following limitations and restrictions will apply to the Platform:

(a) Client will not provide access to the Platform to any person who is not an employee or contractor of Client or an Authorized User.

(b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (iv) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (vi) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform.

### 2 OWNERSHIP; RESERVATION OF RIGHTS

2.1 Client Ownership. Client owns (a) any data Client inputs or transmits into the Platform that identifies Client or its students, staff or parents (including Authorized Users) and any Survey responses provided by Client, its students, staff or parents (including Authorized Users) (“Data”), and (b) any other data and content provided by Client or Authorized Users to Panorama or input into the Platform, such as Survey questions (“Other Data”, and, together with the Data, “Client Data”). Client hereby grants to Panorama a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers) (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Panorama’s obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information (“Blind Data”) and copy, distribute, display, create derivative works of and use the Blind Data for benchmarking, research or development purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Ownership. Panorama retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback (“Feedback”) to Panorama with respect to the Platform. Panorama has full discretion to

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

2.4 Client Responsibilities. Client will (a) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform and notify Panorama promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.

2.5 Data Security. Panorama will implement and maintain reasonable administrative, physical and technical safeguards (“Safeguards”) which attempt to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize, including, without limitation, an information security program that meets commercially reasonable industry practice to safeguard Client Data. Such information security program includes: (a) physical security of all premises in which Client Data will be processed and/or stored; and (b) reasonable precautions taken with respect to the employment of, access given to, and education and training of any and all personnel furnished or engaged by Panorama to perform any part of the services hereunder.

2.6 Privacy Policy. Panorama cares deeply about privacy, and we recognize that it is important to the educators, students, and parents we serve. Please see our Privacy Policy at <https://www.panoramaed.com/privacy> for more information about how we protect the privacy of those we serve.

2.7 Right to Data Destruction. If requested by the Client, during or after the term of this agreement, Panorama will make reasonable efforts to destroy or otherwise render Client Data inaccessible.

### 3 FEES; PAYMENT TERMS

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

3.2 Net of Taxes. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively “Taxes”). Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Panorama. Client will not withhold any Taxes from any amounts due Panorama.

### 4 TERM, TERMINATION

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

4.2 Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days’ notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement, Client will pay in full for the use of the Platform up to and including the last day on which the Platform is provided. Upon any termination of this Agreement for any reason, Panorama may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Platform or on Panorama’s network. Upon termination of this Agreement, all rights granted hereunder and all obligations of Panorama to provide the Platform will

## Terms and Conditions

immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Panorama's Confidential Information.

4.3 Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

## 5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either party (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

## 6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this

Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

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

## 7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

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

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS

## Terms and Conditions

SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

**7.4 Indemnification by Panorama.** Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client (“Client Indemnified Parties”) harmless from settlement amounts and damages, liabilities, penalties, costs and expenses (“Liabilities”) that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

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

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

## 8 GENERAL

Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements,

communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional and marketing materials. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a “Force Majeure Event”). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.





**OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** 2/6/19

- |       |                       |                                     |   |
|-------|-----------------------|-------------------------------------|---|
|       | <b>Study Session:</b> | _____                               |   |
|       | <b>Closed Session</b> | _____                               |   |
| A-1.  | <b>Preliminary</b>    | _____                               |   |
| A-II. | <b>Reports</b>        | _____                               |   |
| B.    | <b>Hearings</b>       | _____                               |   |
| C.    | <b>Consent Agenda</b> | _____                               | <b>Agreement Category:</b>                          |
|       |                       |                                     | <input checked="" type="checkbox"/> <b>Academic</b> |
|       |                       |                                     | <input type="checkbox"/> <b>Enrichment</b>          |
|       |                       |                                     | <input type="checkbox"/> <b>Special Education</b>   |
|       |                       |                                     | <input type="checkbox"/> <b>Support Services</b>    |
|       |                       |                                     | <input type="checkbox"/> <b>Personnel</b>           |
|       |                       |                                     | <input type="checkbox"/> <b>Legal</b>               |
|       |                       |                                     | <input type="checkbox"/> <b>Facilities</b>          |
| D.    | <b>Action Items</b>   | _____                               |   |
| F.    | <b>Board Policies</b> | <b>1<sup>st</sup> Reading</b> _____ | <b>2<sup>nd</sup> Reading</b> _____                 |

**Ratification of Agreement/MOU #18-203 – Oxnard Adult School, Oxnard Union High School District (DeGenna/Batista)**

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Oxnard Adult School, Oxnard Union High School District will provide Parent/Guardian English as a Second Language (ESL) classes for Parents/Guardians of students in the Oxnard School District. The terms of the Agreement/MOU are effective beginning January 2019 and will automatically renew annually unless terminated in writing by either party.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is recommended by the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #18-203 with Oxnard Adult School, Oxnard Union High School District.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement/MOU #18-203, Oxnard Adult School, Oxnard Union High School District (2 Pages)

**Agreement/Memorandum of Understanding #18-203**  
**Between**  
**Oxnard Adult School, Oxnard Union High School District**  
**And**  
**Oxnard School District**

This memorandum of understanding explains and confirms the financial agreements, roles and responsibilities, service levels and types of services provided between Oxnard School District and Oxnard Adult School, Oxnard Union High School District for the purposes of providing Parent/Guardian English as a Second Language (ESL) classes through Oxnard School District.

**School/Department with the Oxnard School District participating in this partnership:**

The school(s) will depend on the interest and availability of the facilities.

**Memorandum of Understanding Purpose:**

The purpose of this Memorandum of Understanding is to provide the means by which Oxnard School District and Oxnard Adult School, Oxnard Union High School District will maintain a collaborative relationship to ensure integrated and coordinated services to parents who attend the ESL classes. If both parties are in agreement, schools within the Oxnard School District can be added or removed from the program as the program expands or scales down.

**Memorandum of Understanding Timeline:**

The terms of the Memorandum of Understanding are effective beginning January 2019 and automatically renew annually unless terminated by either party.

**Memorandum of Understanding Agreement and Description of Services:**

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

1. Furnish and maintain an appropriate space/spaces for the ESL class, including chairs, lavatories, and accessible parking.
2. Identify and recruit qualified adults for participation in ESL classes.
3. Provide instructional materials, including Side-By-Side text, for students, at no cost.
4. Maintain communication with Oxnard Adult School, OUHSD and relate any issues or concerns in a timely manner.
5. Establish and maintain a secure environment for confidential information.

**B. Oxnard Adult School, OUHSD agrees to:**

1. Provide approved course outlines and credentialed instructors to teach English as a Second Language for parents/guardians of students in the Oxnard School District.
2. Conduct academic counseling and assessment testing as appropriate to enroll students.
3. Customize course content to the meet the purposes and needs of the program.
4. Work closely with Oxnard School District to conduct process and summative evaluations of the program.

**Termination or Amendment:**

This agreement may be terminated or amended in writing at any given time by mutual written consent of all parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

**Personnel Disclosure:**

- A. Oxnard Adult School, Oxnard Union High School District shall not knowingly employ in the Program any staff or volunteers who have been convicted of any crime of violence (including cruelty to animals) or of any sexual crime against an adult or child. Oxnard Adult School,

Oxnard Union High School District shall immediately notify Oxnard School District of the arrest or the conviction, for anything other than minor traffic offenses, of any paid employee or volunteer staff when such information becomes known to Adult School, Oxnard Union High School District staff employed in the Program.

- B. Oxnard Adult School, OUHSD will provide School District with a Personnel Disclosure Form, listing the name, position and qualifications of all staff and volunteers employed in the program.

**Child Abuse Reporting:**

Oxnard Adult School, OUHSD shall require all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement, who are required by section 11166, subdivision (a), of the Penal Code to report child abuse or neglect or are required by section 15630 of the Welfare and Institutions Code to report elder or dependent adult abuse or neglect, to sign a statement that he or she understands the reporting requirements and will comply with them.

**Acknowledgement and Agreement:**

I have read this agreement and agree to its terms.

\_\_\_\_\_  
Jeffrey Weinstein, Assistant Superintendent, Business Services, OUHSD

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing, Oxnard School District

\_\_\_\_\_  
Date

**OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** 2/6/19

- |              |  |       |   |
|--------------|--|-------|---|
|              | <b>Study Session:</b>                        | _____ |   |
|              | <b>Closed Session</b>                        | _____ |   |
| <b>A-1.</b>  | <b>Preliminary</b>                           | _____ |   |
| <b>A-II.</b> | <b>Reports</b>                               | _____ |   |
| <b>B.</b>    | <b>Hearings</b>                              | _____ |   |
| <b>C.</b>    | <b>Consent Agenda</b>                        | _____ | <b>Agreement Category:</b>                          |
|              |  |       | <input checked="" type="checkbox"/> <b>Academic</b> |
|              |  |       | <input type="checkbox"/> <b>Enrichment</b>          |
|              |  |       | <input type="checkbox"/> <b>Special Education</b>   |
|              |  |       | <input type="checkbox"/> <b>Support Services</b>    |
|              |  |       | <input type="checkbox"/> <b>Personnel</b>           |
|              |  |       | <input type="checkbox"/> <b>Legal</b>               |
|              |  |       | <input type="checkbox"/> <b>Facilities</b>          |
| <b>D.</b>    | <b>Action Items</b>                          | _____ |   |
| <b>F.</b>    | <b>Board Policies 1<sup>st</sup> Reading</b> | _____ | <b>2<sup>nd</sup> Reading</b> _____                 |

**Ratification of Agreement #18-207 - Ventura County Office of Education (DeGenna/Thomas)**

This agreement authorizes the Oxnard School District, Early Childhood Education Programs & State Preschools to participate in the Rising Stars Quality Rating Improvement System (QRIS) Block Grant with enhancement supports provided by the Ventura County Office of Education (VCOE). Through this agreement the Oxnard School District will access funding to maintain and increase access to high quality preschools. The funding covers professional development, technical assistance, and costs of materials.

**Term of the Agreement:** **October 1, 2018 through September 30, 2019**

**FISCAL IMPACT:**

Funding for this project will be provided to the Oxnard School District from the Ventura County Office of Education up to the amount of \$48,000.00

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, and the Director, Curriculum, Instruction & Accountability, that the Board of Trustees ratify Agreement #18-207 with the Ventura County Office of Education.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #18-207, Ventura County Office of Education (16 Pages)



### Ventura County Office of Education SHORT FORM SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into this 1st day of Oct. 2018 by and between Ventura County Office of Education (hereinafter referred to as "Superintendent") and Oxnard School District (hereinafter referred to as "Provider").

Oxnard School District

Provider

1051 South A Street

Street Address

Tax Identification or Social Security Number

Oxnard, CA 93030

City, State, Zip

#### SERVICES.

See Attached Statement of Work

Description of Services to be performed

October 1, 2018 - Sept. 30, 2019

Date(s)/Term of Service(s)

N/A

Hour(s) of Service

See Statement of Work

Location

#### FEES.

Compensation for Services

\$ 48,000.00

\*Please indicate Honorarium/Per-day/Hour/Session/Quarter/Lump sum

Covered Expenses  Yes (Itemize below)

No

\$ 0.00

\*Original itemized receipts required

Total not to exceed

\$ 48,000.00

**ENCUMBERED**

#### PROVIDER REQUIREMENTS.

W-9

Signed IRS 20 Factor Checklist

Signed Travel policy

Other 12018sd

Certificates of Insurance

Fingerprint Certification

Out-of-State Withholding waiver  
(See Tax Notice)

**CONDITIONS.** Provider will have no obligation to provide services until Superintendent returns a signed copy of this Agreement.

**NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor.

**AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

**SUBCONTRACTING.** None of the services covered by this contract shall be subcontracted without the prior written consent of the Superintendent. The Provider shall be as fully responsible to the Superintendent for the acts and omissions of his/her subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

**TERMINATION OR AMENDMENT.** This Agreement may be amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

**CANCELLATION CLAUSE.** No payment shall be provided if the stated activity is cancelled for whatever reason with a minimum of seven (7) calendar days notice prior to the scheduled date.

**PAYMENT.** Upon proper invoicing, payment will be made within 30 days of approval by the Program Manager designated below.

**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.** Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

**GOVERNING LAW AND VENUES.** This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

**COPYRIGHT.** Provider hereby agrees that Superintendent shall be the sole owner of the copyright for any publications, writings, materials or product developed by or as a result of this Agreement. Provider shall maintain the confidentiality of any such materials produced.

**DISPUTE RESOLUTION.** Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association.

**ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorneys fees and costs incurred in connection with such actions or proceeding.

**INSURANCE.** Provider is required to provide insurance coverage limits specified on "REQUIRED LIMITS OF INSURANCE FOR INDEPENDENT CONTRACTORS."

**INDEMNIFICATION.** Provider agrees to defend, indemnify, and hold harmless Superintendent, 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 person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the Superintendent, or loss or theft of such Property, done or caused by such persons. Superintendent assumes no responsibility whatsoever for any property placed on Superintendent premises by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the Superintendent. The provisions of this indemnification do not apply to any damage or losses caused solely by the negligence of the Superintendent or any of its officers, agents, employees, and/or volunteers.

**ACKNOWLEDGEMENT AND AGREEMENT.** I have read this agreement and agree to its terms.

Lisa Franz, Director

Provider/Representative's name and title (print)

Mabel Muñoz, Director, ECP

VCOE Program Manager

Lisa Cline, Executive Director, IBS

VCOE Authorized Representative

Signature

Date

11/20/18

Signature

Date

12-5-18

Signature

Date

For VCOE use only:

Charge to Account. 120-5800-6127-0-8500-2100-048-290-0000-0

Contract not to exceed. \$ \_\_\_\_\_

Completion of Services confirmation & approval for payment.

Program Manager

Date

Department Contact. Melanie Edmunds x1514

Name & Phone

DE542

N/A

**STATEMENT OF WORK**  
**OCTOBER 1, 2018 – SEPTEMBER 30, 2019**  
**CONTRACT # C19-00179**

**Oxnard School District** (hereinafter referred to as “PROVIDER”) is eligible to receive a CSPP-CMIG QRIS Block Grant for sustaining high-quality preschools and for each state-funded site that is rated Tier 4 or higher on the *VC Rising Stars Quality Rating and Improvement System Quality Continuum Framework* (see Exhibit A).

**FUNDING**

Block Grant funding is not guaranteed and is based on the availability of funding from the California Department of Education, Early Learning and Care Division. Funding received from the Block Grant is to be used to support high-quality preschool programs serving children between the ages of 3 and 5 years old.

Center-based sites, rated at Tier 4, will receive \$100 per child and up to 20 children per part-day session and sites, rated at Tier 5, will receive \$200 per child and up to 20 children per part-day session. Full-day classroom sessions will receive an increase adjustment of .5, to be added to the base Block Grant amount. Sites rated at Tier 3 or lower will receive a \$2,000 Quality Improvement (QI) stipend. These QI stipends must be utilized in support of the sites QI plan.

The **projected** Block Grant amount, in Table I below, is based on the identified participating site(s) reaching a Tier 5 rating by June 2019 on the *VC Rising Stars Quality Rating and Improvement System Quality Continuum Framework*.

Table I

Participation Site(s)	Projected Tier 5 Allocation								Total
	# of Sessions	Part-Day Children	Full-Day Children	Allocation	Part-Day Total	Full-Day Total	Full-Day Adjustment	Adjustment Total	
Driffill Preschool	2	40		\$200	\$8,000	\$0	0.5	\$0	\$8,000
Harrington	1	20		\$200	\$4,000	\$0	0.5	\$0	\$4,000
McKinna Preschool	2	40		\$200	\$8,000	\$0	0.5	\$0	\$8,000
Ritchen	2	40		\$200	\$8,000	\$0	0.5	\$0	\$8,000
Rose Avenue Preschool	2	40		\$200	\$8,000	\$0	0.5	\$0	\$8,000
San Miguel Preschool	2	40		\$200	\$8,000	\$0	0.5	\$0	\$8,000
Sierra Linda	1	20		\$200	\$4,000	\$0	0.5	\$0	\$4,000
<b>TOTAL PROJECTED AMOUNT AVAILABLE:</b>									<b>\$48,000</b>

**QUALITY ASSURANCES**

The PROVIDER agrees to the following:

- Independent assessment using The Classroom Assessment Scoring System (CLASS), if deemed appropriate
- Independent assessment using the Environment Rating Scale (ERS), if deemed appropriate
- Post Evaluation Notices (Exhibit B) prior to any CLASS and/or ERS assessment(s) in or near classroom(s) to inform providers, teachers, and parents about the use of data collected during assessment(s)
- Develop and implement a quality improvement plan, if deemed appropriate
- Participate in ongoing evaluation, including participating in focus groups, or other methods determined by the quality improvement/evaluation plan, and
- Maintain “good standing” status with Community Care Licensing (CCL); notify the Technical Assistant Specialist if cited by CCL, within 2 weeks of the citation.

### **DATA COLLECTION**

The PROVIDER will implement the web-based iPinwheel Data System. The iPinwheel Data System will store and track data from sites participating in the QRIS Block Grant. The PROVIDER will identify an Agency Administrator and a Data Representative to facilitate the implementation of iPinwheel and provide the following data:

- Child Demographics (twice per year, Fall and Spring)
- DRDP data (twice per year, Fall and Spring), and
- Staff Demographics, Education and Professional Development (no later than 30 days prior to rating).

Data may be synched or exported from PROVIDER's data system and imported into iPinwheel using a script or mapping file provided by Early Quality Systems, Inc. (EQS). Information/data not provided by the PROVIDER's data system will need to be entered manually.

### **DATA PRIVACY COMPLIANCE**

California local educational agencies, such as SUPERINTENDENT, and technology service providers, such as Early Quality Systems, Inc. (EQS), (third-party Consultant) are required by federal and state laws to protect certain data, including but not limited to financial, health, and educational records. Early Quality Systems, Inc.'s services must implement procedures and protective measures to assure compliance with current federal and state privacy requirements, including but not limited to California Assembly Bill 1584, California Assembly Bill 1442, the Student Online Personal Information Protection Act ("SOPIPA"), the Family Educational Rights and Privacy Act ("FERPA"), the Children's Online Privacy Protection Act ("COPPA"), and the Children's Internet Protection Act ("CIPA").

- **Attachment A, Technology Services Agreement**, is hereby incorporated into, and made a part of the Agreement by this reference outlining of how the SUPERINTENDENT and Early Quality Systems, Inc. will jointly ensure compliance with the federal Family Educational Rights and Privacy Act.

A contract that fails to comply with the requirements of this section shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the contract. All parties subject to a contract voided under this subdivision shall return all pupil records in their possession to the SUPERINTENDENT.

PROVIDER is responsible for obtaining consent and authorization for sharing data with VCOE's iPinwheel Database from parent/guardian (child data) and site staff (see "Data Collection").

### **INVOICING**

Block Grant payments will be processed after **March 1, 2019**. Invoices must be submitted to:

Early Childhood Programs  
Ventura County Office of Education  
5100 Adolfo Rd.  
Camarillo, CA 93012

### **REPORTING**

The PROVIDER is responsible for reporting expenditures for all funding received through the Block Grant. The PROVIDER will provide a hard copy and electronic copy of the *Block Grant Expenditure Report* (see Exhibit C). Expenditure reports are due **September 30, 2019**.

### **ATTACHMENTS**

1. *Attachment A – Technology Services Agreement for California Assembly Bill 1584 Compliance*
2. *Exhibit A – VC Rising Stars Quality Rating and Improvement System Quality Continuum Framework*
3. *Exhibit B – Quality Counts California (QCC) Evaluation Notices*
4. *Exhibit C – Block Grant Expenditure Report*



**ATTACHMENT A  
TECHNOLOGY SERVICES AGREEMENT FOR  
CALIFORNIA ASSEMBLY BILL 1584 COMPLIANCE**

This Agreement is entered into between the **Ventura County Office of Education** ("Superintendent") and **Early Quality Systems, Inc., third-party Consultant** ("Consultant") on **July 1, 2018** ("Effective Date").

**WHEREAS**, the Superintendent is a California public entity subject to all state and federal laws governing education, including but not limited to California Assembly Bill 1584 ("AB 1584"), the California Education Code, the Children's Online Privacy and Protection Act ("COPPA"), and the Family Educational Rights and Privacy Act ("FERPA");

**WHEREAS**, AB 1584 requires, in part, that any agreement entered into, renewed or amended after January 1, 2015 between a local education agency and a third-party Consultant must include certain terms; and

**WHEREAS**, the Superintendent and the Consultant desire to have the Technology Services Agreement and the services provided comply with AB 1584.

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

1. The terms and conditions of the Technology Services Agreement and any addenda are incorporated herein by reference.
2. The term of this Addendum shall expire on the termination date stated in the Technology Services Agreement or in any addenda to such Technology Services Agreement, whichever controls.
3. Pupil records<sup>1</sup> obtained by Consultant from Superintendent continue to be the property of and under the control of the Superintendent.
4. The procedures by which pupils may retain possession and control of their own pupil-generated content are outlined as follows: iPinwheel is an adult-managed data system for infant, toddler and preschool programs. Unlike K-12 Student Information Systems, there are no features or modules that are designed for student/child use due to the age of the children in early childhood education programs.
5. The options by which a pupil may transfer pupil-generated content to a personal account include: iPinwheel is an adult-managed data system for infant, toddler and preschool programs. Unlike K-12 Student Information Systems, there are no features or modules that are designed for student/child use due to the age of the children in early childhood education programs.
6. Parents, legal guardians, or eligible pupils may review personally identifiable information in the pupil's records and correct erroneous information by the following protocol:

**Early Quality Systems, Inc. Personally Identifiable Information Review Policy:**

Early Quality Systems, Inc. provides Pinwheel™ data systems which may be used by Providers to store Personally Identifiable Information of Parents, legal guardians, or children/pupils. Early Quality Systems, Inc. does not work directly with Personally Identifiable Information of Parents, legal guardians, or children/pupils. Parents, legal guardians, or eligible pupils may review personally identifiable information and correct erroneous information by contacting their Early Childhood Education Provider.

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<sup>1</sup> Pupil records include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. Pupil records does not include not mean de-identified information (information that cannot be used to identify an individual pupil) used by the third party to (1) improve educational products for adaptive learning purposes and for customized pupil learning; De-identified information, including aggregated de-identified information, (2) demonstrate the effectiveness of the operator's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

7. Service Provider shall take actions to ensure the security and confidentiality of pupil records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of pupil records, by the following measures:

**EQS Security and Confidentiality Program- Policies and Procedures:**

Employee Training and Management

In keeping with the objectives of the *EQS Security and Confidentiality Program*, the Early Quality Systems management shall implement, maintain and enforce the following employee management and training safeguards:

- All employees and independent contractors are responsible for complying with the Early Quality Systems' Program.
- Early Quality Systems will check references of each potential employee prior to the commencement of the applicant's employment.
- Early Quality Systems will obtain a consumer report and criminal background check of each applicant prior to the commencement of the applicant's employment.
- All offers of employment shall be subject to satisfactory references and consumer/criminal report investigations.
- All new employees, and independent contractors who perform services in the Early Quality Systems, that have access to customer information will participate in the Early Quality Systems' information security training. Each person shall sign and acknowledge his or her agreement to abide by the Early Quality Systems' Program. Training will recur at least once each year, or sooner, as determined by Early Quality Systems management and as required by changes to the Program.
- Such training program shall include, at a minimum, basic steps to maintain the security, confidentiality and integrity of customer information, such as:
  - Identifying for employees and independent contractors the types of customer information subject to protection under the Information Security Program.
  - Locking rooms and file cabinets where paper records are kept.
  - Using password-activated computer software, systems, applications or terminals or an automatic log-off function that terminates access after a short period of inactivity.
  - Using strong passwords (at least eight characters long and alpha-numeric).
  - Changing passwords periodically and maintaining the security of passwords.
  - Sending electronic information over secure channels only.
  - Appropriately disposing of paper and electronic records.
  - Other training as determined appropriate by management from time to time.
- Early Quality Systems will take appropriate steps to encourage awareness of, and compliance with the *EQS Security and Confidentiality Program*.
- All employees and independent contractors will be permitted to access customer information on a "need-to-know" basis as determined by Early Quality Systems management.
- Personnel shall not be permitted to access, use or reproduce customer information, whether electronic or non-electronic, for their own use or for any use not authorized by the Early Quality Systems.
- All persons who fail to comply with the *EQS Security and Confidentiality Program* shall be subject to disciplinary measures, up to and including termination of employment for employees or contract termination for independent contractors that perform services with the Early Quality Systems. This remedy shall be expressly provided for in Dealer's agreements with such independent contractors.

**Information Systems:**

- In keeping with the objectives of the *EQS Security and Confidentiality Program*, the Early Quality Systems shall implement, maintain and enforce the following information systems safeguards:
  - All records containing customer information shall be stored and maintained in a secure area.
  - Paper records shall be stored in a room, cabinet, or other container that is locked when unattended. The *EQS Security and Confidentiality Program* Coordinator shall control access to such areas.
  - All storage areas shall be protected against destruction or potential damage from physical hazards, like fire or floods.
  - Electronic customer information shall be stored on secure servers. Access to such information shall be password controlled, and the *EQS Security and Confidentiality Program* Coordinator shall control access to such servers.
  - Customer information consisting of financial or other similar information (e.g., social security numbers, etc.) shall not be stored on any computer system with a direct Internet connection.
  - All customer information shall be backed up on a daily basis. Such back up data shall be stored in a secure location as determined by the *EQS Security and Confidentiality Program* Coordinator.
- All electronic transmissions of customer information, whether inbound or outbound, shall be performed on a secure basis.
  - Inbound credit card information, credit applications, or other sensitive financial data transmitted to the Early Quality Systems directly from consumers shall use a secure connection, such as a Secure Sockets Layer (SSL) or other currently accepted standard, so that the security of such information is protected in transit. Such secure transmissions shall be automatic.
  - Consumers shall be advised against transmitting sensitive data, like account numbers, via electronic mail.
  - Early Quality Systems, Inc. shall require by contract that inbound transmissions of customer information delivered to the Early Quality Systems via other sources be encrypted or otherwise secured.
  - All outbound transmissions of customer information shall be secured in a manner acceptable to the *EQS Security and Confidentiality Program* Coordinator.
  - To the extent sensitive data must be transmitted to the Early Quality Systems by electronic mail, such transmissions shall be password controlled or otherwise protected from theft or unauthorized access at the discretion of the Program Coordinator.
  - The *EQS Security and Confidentiality Program* Coordinator shall review all vendor applications to ensure an appropriate level of security both within the Early Quality Systems and with the Early Quality Systems business partner and vendors.
- Information stored on portable communications equipment, e.g. laptops, PDA's or other portable devices, shall be encrypted.
- All paper transmissions of customer information by the Early Quality Systems shall be performed on a secure basis.
  - Sensitive customer information shall be properly secured at all times.
  - Customer information delivered by the Early Quality Systems to third parties shall be kept sealed at all times.
  - Paper-based customer information shall not be left unattended at any time it is in an unsecured area.
- All customer information shall be disposed of in a secure manner.
  - The *EQS Security and Confidentiality Program* Coordinator shall supervise the disposal of all records containing customer information.
  - Paper based customer information shall be shredded and stored in a secure area until a disposal or recycling service picks it up. All hard drives, diskette, magnetic tapes, or any other electronic media

containing customer information shall be erased and/or destroyed prior to disposing of computers or other hardware.

- All hardware shall be effectively destroyed.
- All customer information shall be disposed of in a secure manner after any applicable retention period.

- The *EQS Security and Confidentiality Program* Coordinator shall maintain an inventory of Early Quality Systems computers, including any handheld devices or PDAs, on or through which customer information may be stored, accessed or transmitted.
- The *EQS Security and Confidentiality Program* Coordinator shall develop and maintain appropriate oversight or audit procedures to detect the improper disclosure or theft of customer information.
- Information Security Policies and Procedures – Detecting, Preventing and Responding to Attacks, Intrusions or Other System Failures:

In keeping with the objectives of the Program, the Early Quality Systems shall implement, maintain and enforce the following attack and intrusion safeguards.

- The *EQS Security and Confidentiality Program* Coordinator shall ensure the Early Quality Systems has adequate procedures to address any breaches of the Early Quality Systems information safeguards that would materially impact the confidentiality and security of customer information.
- The procedures shall address the appropriate response to specific types of breaches, including hackers, general security compromises, denial of access to databases and computer systems, etc.
- The *EQS Security and Confidentiality Program* Coordinator shall utilize and maintain a working knowledge of widely available technology for the protection of customer information.
- The *EQS Security and Confidentiality Program* Coordinator shall communicate with Early Quality Systems computer vendors from time to time to ensure that the Early Quality Systems has installed the most recent patches that resolve software vulnerabilities.
- Early Quality Systems shall utilize anti-virus software that updates automatically.
- Early Quality Systems shall maintain up-to-date firewalls.
- The Program Coordinator shall manage the Early Quality Systems information security tools for employees and pass along updates about any security risks or breaches.
- The *EQS Security and Confidentiality Program* Coordinator shall establish procedures to preserve the security, confidentiality and integrity of customer information in the event of a computer or other technological failure.
- The *EQS Security and Confidentiality Program* Coordinator shall ensure that access to customer information is granted only to legitimate and valid users.
- The *EQS Security and Confidentiality Program* Coordinator shall notify customers promptly if their customer information is subject to loss, damage or unauthorized access.

**Risk Assessment:**

The *EQS Security and Confidentiality Program* Coordinator shall conduct a risk assessment to identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of customer information that could result in its unauthorized disclosure, misuse, alteration, destruction or other compromise, and assess the sufficiency of any safeguards in place to control these risks.

The risk assessment shall cover all relevant areas of the Early Quality Systems' operations, as determined by the *EQS Security and Confidentiality Program* Coordinator. At a minimum, the risk assessment shall cover the following:

- Employee training and management;
- Information Systems, including network and software design, as well as

- information processing, storage, transmission and disposal; and
- Detecting, preventing and responding to attacks, intrusions or other systems failures.

Once the *EQS Security and Confidentiality Program* Coordinator has identified the reasonably foreseeable risks to the Early Quality Systems customer information, the *EQS Security and Confidentiality Program* Coordinator will determine whether the Early Quality Systems' current policies and procedures in these areas sufficiently mitigate the potential risks identified. If not, the Coordinator shall design new policies and procedures that meet the objectives of the Program. Final policies and procedures that meet the objectives of the Program shall be made part of the Program.

**Audit:**

The *EQS Security and Confidentiality Program* Coordinator shall regularly test or audit the effectiveness of the Early Quality Systems' safeguards' key controls, systems, and procedures, to ensure that all safeguards implemented as a result of the risk assessment are effective to control the risks identified in the risk assessment. The Coordinator shall revise current safeguards and/or implement new safeguards as necessary to ensure the continued viability of the Program.

**Overseeing Service Providers:**

The *EQS Security and Confidentiality Program* Coordinator shall be responsible for overseeing the Early Quality Systems service providers who handle or have access to customer information. The Program Coordinator shall take reasonable steps to select and retain service providers that are capable of maintaining safeguards to protect the specific customer information handled or accessed by each service provider that are consistent with the level of safeguards employed by the Early Quality Systems for such information.

The *EQS Security and Confidentiality Program* Coordinator shall review and approve each service provider contract prior to its execution by the Early Quality Systems to ensure that each contract contains appropriate obligations of the service provider to comply with the Early Quality Systems safeguarding requirements.

**Periodic Reevaluation of the Program**

The *EQS Security and Confidentiality Program* Coordinator shall reevaluate and modify the Program from time to time as the Program Coordinator deems appropriate. The Program Coordinator shall base such reevaluation and modification on the following:

- The results of the Program Coordinator's testing and monitoring efforts;
- Any material changes to the Early Quality Systems operations, business or information technology arrangements; or
- Any other circumstances that the *EQS Security and Confidentiality Program* Coordinator knows, or has reason to know, may have a material impact of the Program.

In order to assist the *EQS Security and Confidentiality Program* Coordinator in the regard, the Early Quality Systems shall keep the *EQS Security and Confidentiality Program* Coordinator apprised of the nature and extent of all third-party relationships and any operational changes or other matters that may impact the security or integrity of the Early Quality Systems customer information.

8. In the event of an unauthorized disclosure of a pupil's records, Service Provider shall report to an affected parent, legal guardian, or eligible pupil pursuant to the following procedure:

**Early Quality Systems, Inc. Unauthorized Disclosure of Pupil Record Data Action Plan:**

When an unauthorized disclosure of pupil record data has occurred (breach) the following steps shall be taken by the Early Quality Systems, Inc. (EQS) Program Coordinator:

- Validate the data breach. Do not assume that every identified incident is actually a breach of PII. Examine the initial information and available logs to confirm that a breach has occurred. If possible, identify the type of information disclosed and estimate the method of disclosure (internal/external disclosure, malicious attack, or accidental).
- Begin breach response documentation and reporting process. Coordinate the flow of information to Client
- Include representatives from EQS and Client management, information technology, legal, public affairs media relations, risk management, finance, and audit departments (and possibly HR, for internal incidents) in the incident response team.
- Immediately determine the status of the breach (on-going, active, or post breach).
- If the breach is active or on-going, take action to prevent further data loss by securing and blocking unauthorized access to systems/data and preserve evidence for investigation.
- Document all mitigation efforts for later analysis.
- Advise staff who are informed of the breach to keep breach details in confidence until notified otherwise.
- If criminal activity is suspected, notify law enforcement and follow any applicable federal, State, or local legal requirements relating to the notification of law enforcement. (The decision to involve outside entities, including law enforcement, should generally be made in consultation with executive leadership and legal counsel.)
- Identify all affected data, machines, and devices.
- Conduct interviews with key personnel and document facts (if criminal activity is suspected, coordinate these interviews with law enforcement).
- When possible, preserve evidence (backups, images, hardware, etc.) for later forensic examination.
- Locate, obtain, and preserve (when possible) all written and electronic logs and records applicable to the breach for examination.
- Reach out to data owners as soon as possible to notify them about the breach.
- Foster a cooperative relationship between the incident response team and data owners.
- Work collaboratively with data owners to secure sensitive data, mitigate the damage that may arise from the breach, and determine the root cause(s) of the breach to devise mitigating strategies and prevent future occurrences.

9. Service Provider shall not use any information in a pupil record for any purpose other than those required or specifically permitted by the Technology Services Agreement.

10. Service Provider certifies that a pupil's records shall not be retained or available to the Service Provider upon completion of the terms of the Technology Services Agreement, except for a case where a pupil chooses to establish or maintain an account with Service Provider for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account. Such certification will be enforced through the following procedure:

**Early Quality Systems, Inc.-End of Contract Data Transfer Process:**

Early Quality Systems, Inc. provides extensive data export capabilities allowing the export of all Pinwheel data to its customer at any time. This process may be executed at the end of contract period or at any time desired.

Contract data may be downloaded by following these steps:

- Customer should first ensure that browser downloads of Pinwheel data go to a secure download environment. All Pinwheel downloads are done via SSL. Browser should be set to download on a secure/encrypted drive
- Download all data by following these steps:
  - In Pinwheel, Log on as admin user.
  - From main menu go to exports page
  - For each data item select item type (radio button) and then select export
    - Each export file will be downloaded as an excel file
- Alternatively:
  - Log on as statistical analysis user
  - Create workspace
  - Select all data files in Pinwheel
  - Download all Pinwheel files using links on Statistical Analysis Data Files
    - Each export file will be downloaded as a CSV file

11. LEA agrees to work with Service Provider to ensure compliance with FERPA and the Parties will ensure compliance through the following procedure:

#### **Early Quality Systems, Inc. FERPA Policy**

The Family Educational Rights and Privacy Act, known as FERPA, protects the privacy interests of students in their education records. It controls the disclosure of a student's personally identifiable information from education records without the consent of the parent or eligible student. As part of Early Quality Systems, Inc., LLC. (EQS) Student Information System and Program Management System, agencies, and funders enter personally identifiable information about their infant, toddler, and preschool students into the Pinwheel website (Pinwheel).

EQS, through Pinwheel, supplies capabilities for the agencies and funders to use the personally identifiable information in the context of a Student Information System and Program Management System. EQS has no direct use of the personally identifiable information. The agreements between the funder and EQS meet the requirements for the consent requirement for the release of student records.

EQS agrees to only use the personally identifiable student information supplied by the agencies and funder for the specified purposes and to return or delete the personally identifiable information when the funder is no longer under contract with the EQS; in this way, the data owner retains control over its data as required under FERPA. As required under FERPA, notation is made on the student's record that their data is shared with the agency they are enrolled in and the funder; individual students have a right to request the identity of any organization with which their enrollment information was shared.

The EQS does not data-mine or commercialize information held for agencies or the funder and it does not collect any information directly from students or their parents.

**IN WITNESS WHEREOF**, parties execute this Agreement on the dates set forth below.

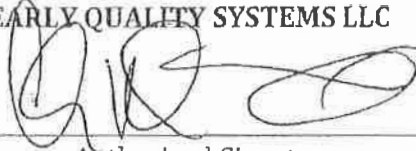
**VENTURA COUNTY OFFICE OF EDUCATION      EARLY QUALITY SYSTEMS LLC**

IN WITNESS WHEREOF, parties execute this Agreement on the dates set forth below.

VENTURA COUNTY OFFICE OF EDUCATION

EARLY QUALITY SYSTEMS LLC





Authorized Signature

Authorized Signature

Lisa Cline, Executive Director

Claire Crandall, Director of Operations

Printed Name and Title

Printed Name and Title

Date

7-16-18

Date

7/3/2018



**California AB 1584 Compliance Checklist for  
School District/SUPERINTENDENT Technology Services Agreements**

Technology services agreements entered into, amended, or renewed by a local education agency on or after January 1, 2015 must include specific requirements. These requirements apply to contracts for services that utilize electronic technology, including cloud-based services, for the digital storage, management and retrieval of pupil records, as well as educational software that authorizes a third-party provider to access, store and use pupil records. All of the following requirements must be included in such contracts:

- A statement that pupil records continue to be the property of and under the control of the school district;
- A description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account;
- A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract;
- A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information;
- A description of the actions the third party will take—including the designation and training of responsible individuals—to ensure the security and confidentiality of pupil records;
- A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records;
- A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced (NOTE: This requirement does not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content, either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account.);
- A description of how the district and the third party will jointly ensure compliance with the federal Family Educational Rights and Privacy Act; and
- A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.

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• *References:* AB 1584; Cal. Educ. Code § 49073.1; 20 U.S.C. § 1232g



## RISING STARS QUALITY RATING AND IMPROVEMENT SYSTEM QUALITY CONTINUUM FRAMEWORK

Tier 1 1 POINT Licensed In-Good Standing	Tier 2 2 POINTS Intermediate	Tier 3 3 POINTS Good	Tier 4 4 POINTS Advanced	Tier 5 5 POINTS High-Quality
CORE I: CHILD DEVELOPMENT AND SCHOOL READINESS				
Child Observation				
<input type="checkbox"/> Not required	<input type="checkbox"/> Program uses evidence-based child assessment/ observation tool annually that covers all five domains of development	<input type="checkbox"/> Program uses valid and reliable child assessment/observation tool aligned with <i>CA Foundations &amp; Frameworks</i> twice a year	<input type="checkbox"/> DRDP (minimum twice a year) and results used to inform curriculum planning	<input type="checkbox"/> Program uses DRDP twice a year and uploads into DRDP Tech and results used to inform curriculum planning
Developmental and Health Screenings				
<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> Health Screening Form (Community Care Licensing form LIC 701 "Physician's Report - Child Care Centers") used at entry, then: <ol style="list-style-type: none"> <li>1. Annually <u>OR</u></li> <li>2. Ensures vision and hearing screenings are conducted annually</li> </ol>	<input type="checkbox"/> Program works with families to ensure screening of all children using a <b>valid and reliable developmental screening tool</b> at entry and as indicated by results thereafter <u>AND</u> <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the <b>ASQ</b> at entry and as indicated by results thereafter <u>AND</u> <input type="checkbox"/> Meets Criteria from point level 2	<input type="checkbox"/> Program works with families to ensure screening of all children using the <b>ASQ &amp; ASQ-SE</b> , if indicated, at entry, annually, and then as indicated by results thereafter <u>AND</u> <input type="checkbox"/> Program staff uses children's screening results to make referrals and implement intervention strategies and adaptations as appropriate <u>AND</u> <input type="checkbox"/> Meets Criteria from point level 2
CORE II: TEACHERS AND TEACHING				
Minimum Qualifications for Lead Teacher/Family Child Care Home (FCCH)				
<input type="checkbox"/> Meets Title 22 Regulations	<input type="checkbox"/> 24 units of ECE/CD <u>or</u> Associate Teacher Permit <input type="checkbox"/> <b>FCCH</b> : 12 units of ECE/CD <u>or</u> Associate Teacher Permit	<input type="checkbox"/> 24 units of ECE and 16 units of General Education <u>or</u> Teacher Permits <u>AND</u> <input type="checkbox"/> 21 hours professional development (PD) annually	<input type="checkbox"/> Associate's degree (AA/AS) in ECE/CD (or closely related field) OR AA/AS in any field plus 24 units of ECE/CD <u>or</u> Site Supervisor Permit <u>AND</u> <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree in ECE/CD (or closely related field) with 24+ units of ECE/CD or master's degree in ECE/CD <u>or</u> Program Director Permit <u>AND</u> <input type="checkbox"/> 21 hours PD annually

<sup>1</sup>Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

<sup>1</sup> Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015  
VCOE Rev. 5.8.2017; Effective July 1, 2017



Tier 1 1 POINT Licensed In-Good Standing	Tier 2 2 POINTS Intermediate	Tier 3 3 POINTS Good	Tier 4 4 POINTS Advanced	Tier 5 5 POINTS High-Quality
<b>Effective Teacher-Child Interactions: CLASS Assessments</b> (*Use tool for appropriate age group as available)				
<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with CLASS (e.g., 2-hour Overview training) for appropriate age group as available by one representative from the site (on-line or face-to-face via facilitator)	<input type="checkbox"/> Independent CLASS assessment by reliable observer to inform the program's professional development/improvement plan	<input type="checkbox"/> Independent CLASS assessment by reliable observer with minimum CLASS scores: <b>Pre-K</b> <ul style="list-style-type: none"> <li>▪ Emotional Support - 5</li> <li>▪ Classroom Organization – 5</li> <li>▪ Instructional Support –3</li> </ul> <b>Toddler</b> <ul style="list-style-type: none"> <li>▪ Emotional &amp; Behavioral Support – 5</li> <li>▪ Engaged Support for Learning – 3.5</li> </ul> <b>Infant</b> <ul style="list-style-type: none"> <li>▪ Responsive Caregiving – 5.0</li> </ul>	<input type="checkbox"/> Independent assessment with CLASS with minimum CLASS scores: <b>Pre-K</b> <ul style="list-style-type: none"> <li>▪ Emotional Support – 5.5</li> <li>▪ Classroom Organization – 5.5</li> <li>▪ Instructional Support – 3.5</li> </ul> <b>Toddler</b> <ul style="list-style-type: none"> <li>▪ Emotional &amp; Behavioral Support – 5.5</li> <li>▪ Engaged Support for Learning – 4</li> </ul> <b>Infant</b> <ul style="list-style-type: none"> <li>▪ Responsive Caregiving – 5.5</li> </ul>
<b>CORE III: PROGRAM AND ENVIRONMENT – Administration and Leadership</b>				
<b>Ratios and Group Size</b> (Centers Only beyond licensing regulations)				
<input type="checkbox"/> Center: Title 22 Regulations Infant Ratio of 1:4 Toddler Option Ratio of 1:6 Preschool Ratio of 1:12 <input type="checkbox"/> FCCH: Title 22 Regulations (excluded from point values in ratio and group size)	<input type="checkbox"/> Center - Ratio: Group Size <b>Infant/Toddler – 4:16</b> <b>Toddler – 3:18</b> <b>Preschool – 3:36</b>	<input type="checkbox"/> Center - Ratio: Group Size <b>Infant/Toddler– 3:12</b> <b>Toddler – 2:12</b> <b>Preschool– 2:24</b>	<input type="checkbox"/> Center - Ratio: Group Size <b>Infant/Toddler – 3:12 or 2:8</b> <b>Toddler – 2:10</b> <b>Preschool – 3:24 or 2:20</b>	<input type="checkbox"/> Center - Ratio: Group Size <b>Infant/Toddler – 3:9 or better</b> <b>Toddler – 3:12 or better</b> <b>Preschool – 1:8 ratio and group size of no more than 20</b>
<b>Program Environment Rating Scale(s)</b> (Use tool for appropriate setting: ECERS-R, ITERS-R, FCCERS-R)				
<input type="checkbox"/> Not Required	<input type="checkbox"/> Familiarity with ERS and every classroom uses ERS as a part of a Quality Improvement Plan	<input type="checkbox"/> Assessment on the whole tool. Results used to inform the program's Quality Improvement Plan	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.0	<input type="checkbox"/> Independent ERS assessment. All subscales completed and averaged to meet overall score level of 5.5 <b>OR</b> Current National Accreditation approved by the California Department of Education

<sup>1</sup>Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

<sup>1</sup> Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015

VCOE Rev. 5.8.2017; Effective July 1, 2017



Tier 1 1 POINT Licensed In-Good Standing	Tier 2 2 POINTS Intermediate	Tier 3 3 POINTS Good	Tier 4 4 POINTS Advanced	Tier 5 5 POINTS High-Quality
<b>Director Qualifications (Centers Only)</b>				
<input type="checkbox"/> 12 units core ECE (early childhood education, child development, family/consumer studies, or related field), 3 units management/administration	<input type="checkbox"/> 24 units core ECE, 16 units General Education, 3 units management/administration <u>or</u> Master Teacher Permit	<input type="checkbox"/> Associate's degree with 24 units core ECE, 6 units management/administration, 2 units supervision <u>or</u> Site Supervisor Permit <u>AND</u> <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Bachelor's degree with 24 units core ECE, 8 units management/administration <u>or</u> Program Director Permit <u>AND</u> <input type="checkbox"/> 21 hours PD annually	<input type="checkbox"/> Master's degree with 24 units core ECE including specialized courses, 8 units management/administration, <u>or</u> Administrative Credential <u>AND</u> <input type="checkbox"/> 21 hours PD annually

TOTAL POINT RANGES					
Program Type	Common-Tier 1	Local-Tier 2 <sup>1</sup>	Common-Tier 3	Common-Tier 4	Local-Tier 5 <sup>2</sup>
<b>Centers</b> 7 Elements for 35 points	<b>Blocked (7 Points)</b> – Must Meet All Elements	<b>Point Range</b> 8 to 19	<b>Point Range</b> 20 to 25	<b>Point Range</b> 26 to 31	<b>Point Range</b> 32 and above
<b>FCCHs</b> 5 Elements for 25 points	<b>Blocked (5 Points)</b> – Must Meet All Elements	<b>Point Range</b> 6 to 13	<b>Point Range</b> 14 to 17	<b>Point Range</b> 18 to 21	<b>Point Range</b> 22 and above
<b>Additional Local Tier Requirement(s)</b>					<input type="checkbox"/> All teachers complete training on Foundations and Framework, (Overview <u>and</u> Volume 1 for preschool <u>or</u> Overview and all domains for infant/toddler teachers)*  *All teachers who have been on staff for a minimum of 6 months and who have responsibility for instruction and child assessments.

<sup>1</sup>Local-Tier 2: Local decision if Blocked or Points and if there are additional elements

<sup>1</sup> Local-Tier 5: Local decision if there are additional elements included California Department of Education, Updated May 28, 2015; Effective July 1, 2015  
VCOE Rev. 5.8.2017; Effective July 1, 2017

NAME of CSPP Contractor			
E-MAIL SIGNED HARDCOPY & EXCEL VERSION TO THE LEA	Semi-Annual Reporting Form		
Categories of Spending	Amount spent in the first reporting period July 1, 2018- February 28, 2019	Amount spent in the second reporting period March 1, 2019- September 30, 2019	Total amount spent (Columns B+ C)
<b>1000 Certified Salaries</b>			
Increase in salaries	\$ -	\$ -	\$ -
Release Time/Substitutes	\$ -	\$ -	\$ -
Paid Pre-Service Day(s)	\$ -	\$ -	\$ -
Professional Development/coursework reimbursement	\$ -	\$ -	\$ -
Additional staff to reduce adult: child ratios	\$ -	\$ -	\$ -
Additional staff to cover time for PLC/completing ASQs or other assessments	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>2000 Classified Salaries</b>			
Paid Pre-Service Day(s)	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>3000 Benefits</b>			
Other:	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>4000 Supplies</b>			
Other:	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>5000 Travel/Equipment/Contractual</b>			
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Workshop conference/registration fee	\$ -	\$ -	\$ -
Incentives/Teacher stipends	\$ -	\$ -	\$ -
Contracted/Purchased Professional Development Services	\$ -	\$ -	\$ -
Other:	\$ -	\$ -	\$ -
<b>Subtotal</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Other Spending Categories not mentioned (please specify):			
Non-reimbursable bonuses	\$ -	\$ -	\$ -
<b>Grand Total</b>	<b>Total Grant Award Amount Spent in this Quarter =</b>		<b>\$ -</b>

**CERTIFICATION- I hereby certify that, to the best of my knowledge and belief, the information in this report is accurate and complete.**

Signature of CSPP Contractor (Original signature only)	Date
Name and Title (Please Print) :	
Fiscal Contact Name and Title	Date

**BOARD AGENDA ITEM**

**Name of Contributor:** Janet Penanhoat

**Date of Meeting:** 2/6/19

**STUDY SESSION** \_\_\_\_\_

**CLOSED SESSION** \_\_\_\_\_

**SECTION A-1: PRELIMINARY** \_\_\_\_\_

**SECTION A-II: REPORTS** \_\_\_\_\_

**SECTION B: HEARINGS** \_\_\_\_\_

**SECTION C: CONSENT AGENDA** \_\_\_\_\_

Agreement Category:

\_\_\_\_ Academic

\_\_\_\_ Enrichment

\_\_\_\_ Special Education

\_\_\_\_ Support Services

\_\_\_\_ Personnel

\_\_\_\_ Legal

X  Facilities

**SECTION D: ACTION** \_\_\_\_\_

**SECTION F: BOARD POLICIES** 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Change Order #001 to PO #P18-03887 with Silver Creek Industries Inc. to adjust costs for the Kinder/Flex Project at McAuliffe Elementary School (Penanhoat/Fateh/CFW)**

On Saturday, September 15, 2018, Silver Creek Industries Inc. installed the modular building for the District's Kinder/Flex Project at McAuliffe Elementary School pursuant to PO #P18-03887 and the Chula Vista Elementary School District's Piggyback Bid #14/15-3. The process of setting the modular building in place required staging in the school's playfield including the placement and use of a crane. It was determined by the District and design/construction team that it would be safer and less disruptive to the McAuliffe Elementary School students and staff to conduct these activities on a weekend instead of further disrupting school activities at the site during the school week.

This change order includes time and a half labor charges, and upcharges for equipment related to the activities conducted by Silver Creek Industries on September 15, 2018. These charges are consistent with construction industry standards for Saturday work.

Change Order No. 001 provides for the Board's consideration and ratification of one (1) change order; COR #001 with the following scope of work.

- COR #001 – Additional Labor and Equipment Charge for Saturday Installation

**FISCAL IMPACT**

**Two Thousand Nine Hundred Forty-Six Dollars and Ninety Cents (\$2,946.90)** to be charged to the Master Construct and Implementation Program. The Board's ratification of this increase to the overall project budget constitutes approval of the allocation of \$2,946.90 from the Program Reserve of the Master Construct & Implementation Program, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.

## **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 001 with Silver Creek Industries Inc.

## **ADDITIONAL MATERIAL**

### **Attached:**

- Change Order #001, Silver Creek Industries Inc. (1 Page)
- COR #001 (2 Pages)

# Change Order

Distribution to:

- Owner
- Architect
- Contractor
- Field

Project: 11053 / CHRISTA MCAULIFFE ES  
 (name and address) 3300 VIA MARINA AVE  
 OXNARD, CA 93035

Change order number: OCO-1  
 Initiation date: 08/28/18  
 Architect's project no:

To: Silver Creek Industries Inc  
 (contractor) 2830 Barrett Avenue  
 Perris, CA 92571

Contract for: CHRISTA MCAULIFFE ES  
 Contract date: 02/17/18

You are directed to make the following changes in this Contract:

ADDITIONAL CHARGES FOR SATURDAY INSTALL

*Not valid until signed by the Owner, the Architect, and the Contractor.*


The original (Contract Sum) (Guaranteed Maximum Price) was	.....	\$838,173.87
Net change by previously authorized Change Orders	.....	\$0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	.....	\$838,173.87
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	.....	\$2,946.90
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	.....	\$841,120.77
The Contract Time will be (increased) (decreased) (unchanged) by ( 5 ) days		
The date of Substantial Completion as of the date of this change order therefore is	.....	

Architect  
 CALDWELL FLORES WINTERS INC.

Contractor  
 Silver Creek Industries Inc  
 2830 Barrett Avenue  
 Perris, CA 92571

Owner  
 OXNARD ELEMENTARY SCHOOL DIST  
 1051 SOUTH A STREET  
 OXNARD, CA 93030

By \_\_\_\_\_  
 Date \_\_\_\_\_

By   
 Date 1/11/19

By \_\_\_\_\_  
 Date \_\_\_\_\_





## Potential Change Order #1

Owner Change Order  In House Change Order

Date: Tuesday, August 7, 2018  
 Project Name: 11053 - Oxnard McAuliffe  
 Owner: Oxnard School District

Silver Creek Industries Inc. proposes to furnish all material and labor to perform the following at the above stated site for the sum of: \$ 2,946.90

Description Of Work: Additional charge for Saturday installation

Total of all Sub Contractor Work:		
General Contractor Markup:	15%	\$ _____
Sub Total:		\$ _____
Total Work by General		\$ 2,456.00
General Contractor Markup:	15%	\$ 368.40
Sub Total:		\$ 2,824.40
Total Work to be Completed		\$ 2,824.40
Sales Tax (60% exclusion)	7.75%	\$ 87.56
Sub Total		\$ 2,911.96
Bonds not to exceed	1%	\$ 34.94
Grand Total:		\$ 2,946.90

This Change Order will Require 5 Additional Days to complete this project and are included in this COR  
 \* Not including days accrued from the date COR is submitted and returned to originator, signed & approved.

Submitted By: Candace Juhnke Date: 08/07/18  
Project Manager

Approved By: Lisa Franz *Lisa A. Franz* Date: 8-28-18  
Director, Purchasing  
Title

Item	Description	Line Item	Quantity	Cost Per Qty	Total
Labor	Upgrade to Time x 1.5 Four Man Crew (additional rate 1/2 time)		32 MH	\$ 45.50 \$	1,456.00
Module Shuttle	Saturday Work		2 Shuttle	\$ 100.00 \$	200.00
Crane	Saturday Work		1 LS	\$ 800.00 \$	800.00

Total Price \$ 2,456.00

**BOARD AGENDA ITEM**

Name of Contributor: Janet Penanhoat

Date of Meeting: 2/6/19

STUDY SESSION \_\_\_\_\_

CLOSED SESSION \_\_\_\_\_

SECTION A-I: PRELIMINARY \_\_\_\_\_

SECTION A-II: REPORTS \_\_\_\_\_

SECTION B: HEARINGS \_\_\_\_\_

SECTION C: CONSENT AGENDA \_\_\_\_\_

Agreement Category:

\_\_\_\_\_ Academic

\_\_\_\_\_ Enrichment

\_\_\_\_\_ Special Education

\_\_\_\_\_ Support Services

\_\_\_\_\_ Personnel

\_\_\_\_\_ Legal

X  Facilities

SECTION D: ACTION \_\_\_\_\_

SECTION F: BOARD POLICIES 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Change Order #001 to PO #P18-03890 with Silver Creek Industries Inc. to adjust costs for the Kinder/Flex Project at Ritche Elementary School (Penanhoat/Fateh/CFW)**

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On Saturday, September 22, 2018, Silver Creek Industries Inc. installed the modular building for the District's Kinder/Flex Project at Ritche Elementary School pursuant to PO #P18-03890 and the Chula Vista Elementary School District's Piggyback Bid #14/15-3. The process of setting the modular building in place required staging in the school's playfield including the placement and use of a crane. It was determined by the District and design/construction team that it would be safer and less disruptive to the Ritche Elementary School students and staff to conduct these activities on a weekend instead of further disrupting school activities at the site during the school week.

This change order includes time and a half labor charges, and upcharges for equipment related to the activities conducted by Silver Creek Industries on September 22, 2018. These charges are consistent with construction industry standards for Saturday work.

Change Order No. 001 provides for the Board's consideration and ratification of one (1) change order; COR #001 with the following scope of work.

- COR #001 – Additional Labor and Equipment Charge for Saturday Installation

**FISCAL IMPACT**

**Two Thousand Nine Hundred Forty-Six Dollars and Ninety Cents (\$2,946.90)** to be charged to the Master Construct and Implementation Program. The Board's ratification of this increase to the overall project budget constitutes approval of the allocation of \$2,946.90 from the Program Reserve of the Master Construct & Implementation Program, which will be reflected in the next Semi-Annual Update to the Master Construct and Implementation Program Report.

## **RECOMMENDATION**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees ratify Change Order No. 001 with Silver Creek Industries Inc.

## **ADDITIONAL MATERIAL**

### **Attached:**

- Change Order #001, Silver Creek Industries Inc. (1 Page)
- COR #001 (2 Pages)

# Change Order

Distribution to:

- Owner
- Architect
- Contractor
- Field

Project:  
(name and address)  
11056 / RITCHEN ES  
2200 CABRILLO WAY  
OXNARD, CA 93030

Change order number: OCO1  
Initiation date: 08/29/18  
Architect's project no:

To:  
(contractor)  
Silver Creek Industries Inc  
2830 Barrett Avenue  
Perris, CA 92571

Contract for: RITCHEN ES  
Contract date: 11/06/17

You are directed to make the following changes in this Contract:

ADDITIONAL CHARGE FOR SATURDAY INSTALL

*Not valid until signed by the Owner, the Architect, and the Contractor.*

The original (Contract Sum) (Guaranteed Maximum Price) was	.....	\$838,173.87
Net change by previously authorized Change Orders	.....	\$0.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	.....	\$838,173.87
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order	.....	\$2,946.90
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	.....	\$841,120.77
The Contract Time will be (increased) (decreased) (unchanged) by ( 5 ) days		
The date of Substantial Completion as of the date of this change order therefore is	.....	

Architect  
CALDWELL FLORES WINTERS INC

Contractor  
Silver Creek Industries Inc  
2830 Barrett Avenue  
Perris, CA 92571

Owner  
OXNARD ELEMENTARY SCHOOL DIST  
1051 SOUTH A STREET  
OXNARD, CA 93030

By \_\_\_\_\_  
Date \_\_\_\_\_

By  \_\_\_\_\_  
Date 1/11/19

By \_\_\_\_\_  
Date \_\_\_\_\_



## Potential Change Order #1

Owner Change Order  In House Change Order

Date: Tuesday, August 7, 2018  
 Project Name: 11056 - Oxnard Ritchen  
 Owner: Oxnard School District

Silver Creek Industries Inc. proposes to furnish all material and labor to perform the following at the above stated site for the sum of: \$ 2,946.90

Description Of Work: Additional charge for Saturday installation

Total of all Sub Contractor Work:		
General Contractor Markup:	15%	\$ _____
Sub Total:		\$ _____
Total Work by General		\$ 2,456.00
General Contractor Markup:	15%	\$ 368.40
Sub Total:		\$ 2,824.40
Total Work to be Completed		\$ 2,824.40
Sales Tax (60% exclusion)	7.75%	\$ 87.56
Sub Total		\$ 2,911.96
Bonds not to exceed	1%	\$ 34.94
Grand Total:		\$ 2,946.90

This Change Order will Require 5 Additional Days to complete this project and are included in this COR  
 \* Not including days accrued from the date COR is submitted and returned to originator, signed & approved.

Submitted By: Candace Juhnke Date: 08/07/18  
 Project Manager

Approved By: Lisa Franz *Lisa O. Franz* Date: 8-28-18  
 Director, Purchasing  
Title

Item	Description	Line Item	Quantity	Cost Per Qty	Total
Labor	Upgrade to Time x 1.5 Four Man Crew (additional rate 1/2 time)		32 MH	\$ 45.50 \$	1,456.00
Module Shuttle	Saturday Work		2 Shuttle	\$ 100.00 \$	200.00
Crane	Saturday Work		1 LS	\$ 800.00 \$	800.00

Total Price \$ 2,456.00

**OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** 2/6/19

- Study Session:** \_\_\_\_\_  
**Closed Session** \_\_\_\_\_
- A-1. Preliminary** \_\_\_\_\_  
**A-II. Reports** \_\_\_\_\_  
**B. Hearings** \_\_\_\_\_  
**C. Consent Agenda** \_\_\_\_\_
- Agreement Category:**  
\_\_\_\_ Academic  
\_\_\_\_ Enrichment  
 **Special Education**  
\_\_\_\_ Support Services  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
\_\_\_\_ Facilities
- D. Action Items** \_\_\_\_\_  
**F. Board Policies** 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #18-197 – Casa Pacifica School (DeGenna/Sugden)**

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Requesting ratification for Non-Public School (NPS) services for Student JH012605, for the 2018-2019 school year, including Extended School Year. The Non-Public School will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the individual service agreement.

Student: JH012605

**FISCAL IMPACT:**

Tuition: \$185.00 per diem x 135 days = \$24,975.00  
(Including 20 days of Extended School Year)

Paraeducator 1:1: \$39 per hour x (1,575 minutes) 26.25 hrs. per week = \$1,023.75  
\$1,023.75 x 30 weeks = \$30,712.50

Transportation: \$50 Round trip daily rate, for 135 days = \$6,750.00

**Grand Total:** **\$62,437.50** – 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 #18-197 with Casa Pacifica School, NPS.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #18-197, Casa Pacifica School (4 Pages)





# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #18-197

THIS AGREEMENT, made and entered into this 6<sup>th</sup> day of February 2019, by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and CASA PACIFICA SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

### WITNESSETH:

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

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

**Student: JH012605**

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. Services shall be provided for the **2018-2019** school year at a daily rate of \$185.00 for 135 days; this includes 20 days of extended school year through July 12, 2019, a \$50 daily rate for round trip transportation; Paraeducator 1:1 services at an hourly rate of \$39 for 26.25 hours for 30 weeks; services not to exceed **\$62,437.50**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #18-197

Page 2

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

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

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

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

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

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

All cost for this service, including intake, testing, tuition, and elective not to exceed **\$62,437.50** for **Student: JH012605**

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



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #18-197

Page 3

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

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

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

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



# OXNARD SCHOOL DISTRICT

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

AGREEMENT #18-197

Page 4

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing  
Oxnard School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sara Terwall, Director of Finance  
Casa Pacifica School, Nonpublic, Nonsectarian School

**OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: 2/6/19

- Study Session: \_\_\_\_\_  
Closed Session \_\_\_\_\_  
A-1. Preliminary \_\_\_\_\_  
A-II. Reports \_\_\_\_\_  
B. Hearings \_\_\_\_\_  
C. Consent Agenda \_\_\_\_\_
- Agreement Category:  
\_\_\_\_ Academic  
\_\_\_\_ Enrichment  
X Special Education  
\_\_\_\_ Support Services  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_  
F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #18-198 - Assistance League, Non-Public School, NPS (DeGenna/Sugden)**

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Requesting ratification for Non Public School (NPS) services for the students listed below for the 2018-2019 school year, including Extended School year. The Non Public School provides a program of instruction, which is consistent with the pupils' individual educational plans as specified in the individual service agreements.

**Grade: Pre-K (1) (Oct 2018 through June 2019)**  
RG101515

**Grade: Pre-K (4) (Dec 2018 through June 2019)**  
SC081915  
RR062115  
FM032815  
JW052814

**FISCAL IMPACT:**

Tuition Pre-K: \$1,000.00 monthly rate x 1 student x 9 months = \$9,000.00  
(including Extended School Year; ESY)

\$1,000.00 monthly rate x 4 students x 7 months = \$28,000.00  
(including Extended School Year; ESY)

**Grand Total:** **\$37,000.00** - Services to be paid with Special Education Funds.

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-198 with Assistance League School, NPS.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #18-198, Assistance League School, NPS (3 Pages)



# OXNARD SCHOOL DISTRICT

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

## AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOLING

### AGREEMENT #18-198

THIS AGREEMENT, made and entered into this 6<sup>th</sup> day of February 2019 by and between the OXNARD SCHOOL DISTRICT, hereinafter referred to as the District, and the ASSISTANCE LEAGUE SCHOOL, hereinafter referred to as the nonpublic, nonsectarian school.

#### WITNESSETH:

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

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

**Grade: Pre-K (1) (Oct 2018 through June 2019)**

RG101515

**Grade: Pre-K (4) (Dec 2018 through June 2019)**

SC081915

RR062115

FM032815

JW052814

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

1. The nonpublic school will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the individual service agreement attached hereto and made a part hereof, and that the nonpublic, nonsectarian schools basic educational program and designated instruction and services shall be described in a written statement to be provided to the school district prior to the execution of this agreement.
2. The services shall be provided for the **2018-2019** school year at a cost of \$1,000.00 per month, per student, including Extended School Year (ESY) through June 2019; amount not to exceed **\$37,000.00.**
3. The nonpublic school shall keep attendance of each pupil daily and shall report attendance monthly to the school district. Such attendance records shall be kept in a California State school register and copies of such register shall be filed with monthly invoices to the district within thirty (30) days after the close of the school month. Separate attendance registers shall be submitted for all designated instruction and services.

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

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

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

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

8. The nonpublic school shall prepare and submit to the school district trimester progress reports, incident reports within 24 hours, year-end reports and other data required for the annual review on or before April 15 of the current school year. Forms for year-end and other required reports shall be provided by the school district via the computerized special education support program (SESP).

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

All cost for this service, including intake, testing, tuition, and elective shall not exceed **\$37,000.00** for students listed on page one of this Agreement #18-198.

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

11. The school district may withhold payment to the nonpublic, nonsectarian school when, in the opinion of the district: (1) nonpublic school's performance in whole or in part, either has not been sufficient or is insufficiently documented, or: (2) nonpublic school has neglected, failed, or refused to provide information or to cooperate with the inspection, review or audit of the program conducted by nonpublic school or records relating thereto. The school district shall not withhold payments as specified in this paragraph unless the school district has notified the nonpublic,

nonsectarian school, in writing, that nonpublic, nonsectarian school has not performed as specified herein. The notice shall specify that nonpublic, nonsectarian school has fourteen (14) days to make the required corrections. If, after the expiration of the fourteen (14) days, nonpublic, nonsectarian school has not corrected the situation as specified in the district's notice, the affected payments will be withheld and this agreement may be canceled for cause.

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

The nonpublic, nonsectarian school shall also maintain Workers' Compensation Insurance coverage as required by law.

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing  
Oxnard School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Victoria Elliott, Director  
Assistance League School, Nonpublic, Nonsectarian School



**OSD BOARD AGENDA ITEM**

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: 2/6/19

- Study Session: \_\_\_\_\_  
Closed Session \_\_\_\_\_  
A-1. Preliminary \_\_\_\_\_  
A-II. Reports \_\_\_\_\_  
B. Hearings \_\_\_\_\_  
C. Consent Agenda \_\_\_\_\_
- Agreement Category:  
\_\_\_\_ Academic  
\_\_\_\_ Enrichment  
X Special Education  
\_\_\_\_ Support Services  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_  
F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement #18-204 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Sugden)**

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It is recommended that the Board of Trustees ratify the service agreements with Ventura County Office of Education (VCOE) for the 2018-2019 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 2018-2019:**

JA100109	\$ 6,144.76	KP033105	\$31,597.67 <i>(includes bus aide)</i>
MA102113	\$15,640.27	MZ020305	\$32,579.60
AC070205	\$28,558.70	ML122906	\$38,080.59
IO111109	\$29,239.16		

**FISCAL IMPACT:**

\$181,840.75 - 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 #18-204 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's), in the amount of \$181,840.75

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement #18-204, Ventura County Office of Education (7 Pages)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Supports

This Agreement, effective **October 3, 2018** 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.

JA100109

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 during transportation to and from school for 60 minutes a day. ESY will be provided at 60 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 10/3/2018 (IEP date) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:  (including ESY, if applicable)	CURRENT: <u>2018-2019</u>		UPCOMING: <u>2019-2020</u>
	<u>10/3/2018-6/5/2019</u>		
	(ESY: <u>6/10/2019-6/28/2019</u> )		
	\$ <u>6,144.76</u>	+	\$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature **Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: **Director, Purchasing**

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

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

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

Estimated Cost \$ **6,144.76**

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **October 15, 2018** 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.

MA122113

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 165 minutes a day. ESY will be provided at 120 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 **10/15/2018 (IEP date)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:  (including ESY, if applicable)	CURRENT: <b>2017-2018</b> 10/15/2018- 6/5/2019 (ESY: 6/10/2019-6/28/2019)		UPCOMING: <b>2018-2019</b>
	\$ <u>15,640.27</u>	+	\$ _____

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature **Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: **Director, Purchasing**

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

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

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

Estimated Cost \$ **15,640.27**

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





# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **November 8, 2018** 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.  
AC070205

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 **11/8/2018 (IEP date)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:  (including ESY, if applicable)	CURRENT: <u>2018-2019</u> 11/8/2018-6/28/2019 (ESY: 6/10/2019-6/28/2019)		UPCOMING: <u>2019-2020</u> (ESY: 7/1/19-7/5/2019) 8/14/2019-10/31/2019
	\$ <u>28,558.70</u>	+	\$ <u>TBA</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature **Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: **Director, Purchasing**

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

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

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

Estimated Cost \$ **28,558.70**

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Supports

This Agreement, effective **November 10, 2018** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

IO111109

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **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 through out the school day for 330 minutes daily. ESY will be calculated 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 **11/10/2018**(IEP date) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: 2018-2019	UPCOMING: 2019-2020
	11/10/2018-6/6/2019	(ESY: 7/1/2019-7/5/2019)
	(ESY: 6/10/2019-6/28/2019)	8/15/2019-10/25/2019
(including ESY, if applicable)	\$ 29,239.16	\$ 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 **Lisa A. Franz**

Accepted By: [Signature]  
Special Education Authorized Representative

Title: **Director, Purchasing**

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

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

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

Estimated Cost \$ 29,239.16

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





# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **November 4, 2018** 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.  
KP033105

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 Circumstances Educational Support for 1655 minutes a week and 60 minutes a day during transportation to and from school for a total of 391 minutes a day. ESY will be provided at 240 minutes a day throughout the school day and 60 minutes a day during transportation to and from school for a total of 300 minutes a day.**

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.

4. 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.
5. The term of this contract shall begin **11/4/2018** (IEP date) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:  (including ESY, if applicable)	CURRENT: <u>2018-2019</u> 11/4/2018-6/7/2019 (ESY: 6/10/2019-6/28/2019)		UPCOMING: <u>2019-2020</u> (ESY: 7/1/2019-7/5/219) 8/21/219-10/29/2019
	\$ <u>31,597.67</u>	+	\$ <u>TBD</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

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

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

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

Estimated Cost \$ 31,597.67

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



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **November 30, 2018** 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.  
MZ020305

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 a day and 60 minutes a day during transportation to and from school for a total of 390 minutes a day. ESY will be provided at 240 minutes a day throughout the school day and 60 minutes a day during transportation to and from school for a total of 300 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 **11/30/2018 (IEP date)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:  (including ESY, if applicable)	CURRENT: <u>2018-2019</u> 11/30/2018-6/7/2019 (ESY: 6/10/2019-6/28/2019)		UPCOMING: <u>2019-2020</u> (ESY: 7/1/2019-7/5/2019) 8/14/2019-10/31/2019
	\$ <u>32,579.60</u>	+	\$ <u>TBD</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]  
Special Education Authorized Representative

Title: Director, Purchasing

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

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

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

Estimated Cost \$ 32,579.60

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





# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **October 11, 2018** 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. ML122906

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

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support through out the school day for 370 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 **10/11/2018** (IEP date) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date:	CURRENT: 2018-2019	UPCOMING: 2019-2020
	10/11/2018- 6/7/2019	
	(ESY: 6/10/2019-6/28/2019)	
(including ESY, if applicable)	\$ 38,080.59	+ \$ TBA

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**

\_\_\_\_\_  
 Signature (DOR Authorized Representative)  
**Lisa A. Franz**

Title: **Director, Purchasing**

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

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: Reginald DeLeon  
 Special Education Authorized Representative

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

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

Estimated Cost \$ 38,080.59

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



**OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** 2/6/19

- Study Session:** \_\_\_\_\_  
**Closed Session** \_\_\_\_\_
- A-1. **Preliminary** \_\_\_\_\_  
A-II. **Reports** \_\_\_\_\_  
B. **Hearings** \_\_\_\_\_  
C. **Consent Agenda** \_\_\_\_\_
- Agreement Category:**  
\_\_\_\_ Academic  
\_\_\_\_ Enrichment  
\_\_\_\_ Special Education  
 X  **Support Services**  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
\_\_\_\_ Facilities
- D. **Action Items** \_\_\_\_\_  
F. **Board Policies** 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Amendment #1 to Agreement #18-142, Maxim Healthcare Services Inc. (DeGenna/Ridge)**

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At the Board meeting of October 24, 2018, the Board of Trustees approved Agreement #18-142 with Maxim Healthcare Services Inc. in the amount not to exceed \$10,000.00 for the 2018-2019 school year. Maxim Healthcare Services Inc. provides licensed, and/or certified health care providers to the Oxnard School District for supplemental staffing services, subject to availability of qualified personnel.

Amendment #1 is necessary to provide additional nurse coverage required due to the extended leave of an OSD nurse, in the amount not to exceed \$73,000.00, for a new total agreement amount of \$83,000.00.

**FISCAL IMPACT:**

Not to exceed \$73,000.00 – General Fund

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #18-142 with Maxim Healthcare Services Inc.

**ADDITIONAL MATERIAL(S):**

**Attached:** Amendment #1 (1 Page)  
Agreement #18-142, Maxim Healthcare Services Inc. (9 Pages)

**AMENDMENT #1 TO AGREEMENT #18-142 with  
Maxim Healthcare Services  
February 6, 2019**

At the Board meeting of October 24, 2018, the Board of Trustees approved Agreement #18-142 with Maxim Healthcare Services Inc. in the amount not to exceed \$10,000.00 for the 2018-2019 school year. Maxim Healthcare Services Inc. provides licensed, and/or certified health care providers to the Oxnard School District for supplemental staffing services, subject to availability of qualified personnel.

Amendment #1 is necessary to provide additional nurse coverage required due to the extended leave of an OSD nurse, in the amount not to exceed \$73,000.00, for a new total agreement amount of \$83,000.00.

**MAXIM HEALTHCARE SERVICES INC.:**

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

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

**OXNARD SCHOOL DISTRICT:**

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

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



## **EDUCATIONAL INSTITUTION STAFFING AGREEMENT**

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 24<sup>th</sup> day of October, 2018, by and between **Oxnard School District** located at 1051 South A St. Oxnard, CA 93030, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and MAXIM ENTITY, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 500 Esplanade Dr. #660 Oxnard, CA 93036 referred to in this Agreement as "MAXIM."

### **RECITALS**

**WHEREAS**, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in CA and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

**WHEREAS**, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

**THEREFORE**, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

### **ARTICLE 1. TERM OF AGREEMENT**

**Section 1.1 Term.** This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and must be renewed at the end of the first year and each subsequent year unless terminated.

**Section 1.2 Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least thirty (30) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

### **ARTICLE 2. RESPONSIBILITIES OF MAXIM**

**Section 2.1 Services.** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified health care providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBAs, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

**Section 2.2 Personnel.** MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- 1) Possess current state license, certification(s) and/or credential(s), as applicable and appropriate for the services provided to EDUCATIONAL INSTITUTION, documentation of which will be kept in the MAXIM employee file and will be provided to EDUCATIONAL INSTITUTION as requested in writing.
- 2) Skills competency evaluation, if applicable, to be verified by a MAXIM clinician.
- 3) Completed MAXIM standard OSHA and HIPAA training.
- 4) Complete state-specific background checks and health assessment requirements, as defined by state-specific educational code.
- 5) MAXIM will ensure completion of documentation, as requested by EDUCATIONAL INSTITUTION, to assist in Local Education Agency reimbursement.

**Section 2.3 Insurance.** MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

**Section 2.4 Use of Independent Contractors and Subcontractors.** Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM will notify EDUCATIONAL INSTITUTION in writing of its intent to use subcontractors and will obtain written approval from EDUCATIONAL INSTITUTION. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

**Section 2.5 Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

### **ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION**

**Section 3.1 Orientation.** EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION'S specific policies and procedures provided to MAXIM for such purpose.

- Section 3.2 Requests for Personnel.** EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.
- Section 3.3 Short-Notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.4 Staff Order Cancellation.** If FACILITY changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill FACILITY for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.
- Section 3.5 Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHP's) for its students, and for ensuring that services provided be MAXIM Personnel under this agreement are furnished in a safe and effective manner and in accordance with applicable standards.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 2080 Hours x 30%).
- Section 3.7 Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any

reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

**Section 3.9 Assignment Confirmation.** MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Personnel within fourteen (14) days from the date of notification.

**Section 3.10 Assignment Cancellation for Convenience.** EDUCATIONAL INSTITUTION agrees to utilize Personnel for the specified period of time, agreed upon by both parties. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Personnel already being utilized, EDUCATIONAL INSTITUTION must give MAXIM thirty (30) days' notice before cancellation date. EDUCATIONAL INSTITUTION will compensate MAXIM 50% of the uncompleted portion of the original assignment period.

**Section 3.11 Insurance.** EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage.

**Section 3.12 Incident Reports.** EDUCATIONAL INSTITUTION shall report to MAXIM any unexpected incident known to involve any Personnel (such as Personnel errors, unanticipated deaths or other unanticipated student-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the services provided by Personnel) if the incident may have an adverse impact on the EDUCATIONAL INSTITUTION and/or MAXIM in order to comply with MAXIM'S incident tracking program. Complaints and grievances regarding MAXIM Personnel may be reported to the local MAXIM representative at any time.

#### **ARTICLE 4. MUTUAL RESPONSIBILITIES**

**Section 4.1 Non-discrimination.** Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

#### **ARTICLE 5. COMPENSATION**

**Section 5.1 Invoicing.** MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION every week for Personnel provided to EDUCATIONAL INSTITUTION during the preceding week. Invoices shall be submitted to the following address:

**Oxnard School District  
1051 South A St.  
Oxnard, CA 93030  
ATTN: Chris Ridge**

- Section 5.2** **Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.
- Section 5.3** **Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.
- Section 5.4** **Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.
- Section 5.5** **Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

## ARTICLE 6. GENERAL TERMS

- Section 6.1** **Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.
- Section 6.2** **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 6.3** **Indemnification.** MAXIM agrees to indemnify and hold harmless EDUCATIONAL INSTITUTION, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the negligent performance of EDUCATIONAL INSTITUTION, its directors, officers, employees, contractors or agents under this Agreement.
- Section 6.4** **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.
- Section 6.5** **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the



address to which notices are sent by sending written notice of such change of address to the other party.

Oxnard School District  
1051 South A. St  
Oxnard, CA 93030  
ATTN: Chris Ridge

Maxim Healthcare Services, Inc.  
7227 Lee DeForest Drive  
Columbia, MD 21046  
ATTN: Contracts Department

COPY TO:

MAXIM ENTITY:  
500 Esplanade Dr. #660  
Oxnard, CA 93036  
ATTN: **Matt Amerault**

- Section 6.6 Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- Section 6.7 Entire Contract; Counterparts.** This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall also constitute original signatures for the purpose of this Agreement. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.
- Section 6.8 Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.
- Section 6.9 Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 6.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.11 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.



- Section 6.12 Limitation on Liability.** Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- Section 6.13 Incorporation of Recitals.** The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.
- Section 6.14 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

## **ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION**

### **Section 7.1 Confidentiality.**

**A. MAXIM/EDUCATIONAL INSTITUTION Information.** The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

**B. Terms of this Agreement.** Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

**C. Student/Customer Information:** Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

**D.** The obligations set forth in this Section shall survive the termination of this Agreement.

### **Section 7.2 HIPAA/HITECH Obligations.** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and

policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz  
Signature  
Lisa A. Franz, Director, Purchasing  
Printed Name & Title  
10-26-18  
Date

MAXIM ENTITY:

Jessa Lombardi  
Signature  
Jessa Lombardi, Regional Controller  
Printed Name & Title  
11/6/18  
Date

**ATTACHMENT A**  
**Oxnard School District STAFFING RATES**

Charges will be based on the following hourly rate schedule effective October 24, 2018:

Service	Rate
LVN	\$40.82
School Cred. RN	\$75.00
OT	\$70- \$80
SLP	\$80- \$90
Psychologist	\$85- \$95

**Annual Rate Increase.** An annual rate increase of 1% will be added to each services type listed above every year on July 1<sup>st</sup>.

**Orientation.** Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

**Overtime.** Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

**Mileage.** Mileage will be charged at \$.545 per mile.

OXNARD SCHOOL DISTRICT:

MAXIM ENTITY:

*Lisa A. Franz*  
 Signature  
Lisa A. Franz, Director, Purchasing  
 Printed Name & Title  
10-26-18  
 Date

*Jesse Lombo*  
 Signature  
Jesse Lombo, Reg. Controller  
 Printed Name & Title  
11/6/18  
 Date

**OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** 2/6/19

- Study Session:** \_\_\_\_\_  
**Closed Session** \_\_\_\_\_
- A-1. **Preliminary** \_\_\_\_\_  
A-II. **Reports** \_\_\_\_\_  
B. **Hearings** \_\_\_\_\_  
C. **Consent Agenda** \_\_\_\_\_
- Agreement Category:**  
\_\_\_\_ Academic  
\_\_\_\_ Enrichment  
\_\_\_\_ Special Education  
 X  Support Services  
\_\_\_\_ Personnel  
\_\_\_\_ Legal  
\_\_\_\_ Facilities
- D. **Action Items** \_\_\_\_\_  
F. **Board Policies** 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Ratification of Agreement/MOU #18-205, WestEd (DeGenna/Ridge)**

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WestEd will collect the California Healthy Kids Surveys to be taken by Oxnard School District 5<sup>th</sup> and 7<sup>th</sup> grade students during the period of February 25, 2019 through March 8, 2019, and compile reports on the findings by school and district.

**Term of Agreement/MOU:** September 1, 2018 through August 31, 2019

**FISCAL IMPACT:**

Not to exceed \$7,036.00 – General Fund

**RECOMMENDATION:**

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #18-205 with WestEd.

**ADDITIONAL MATERIAL(S):**

**Attached:** Agreement/MOU #18-142, WestEd (5 Pages)



## MEMORANDUM OF UNDERSTANDING • 2018/19 SCHOOL YEAR

DISTRICT NAME: Oxnard School District

This agreement outlines conditions to be met by the above named district (the “District”) and WestEd as they relate to access to and the administration of the California Healthy Kids Survey, the California School Staff Survey, and the California School Parent Survey, which are part of the comprehensive CalSCHLS data system, developed by WestEd under contract with the California Department of Education. **Survey access will not be granted until a signed copy of this Memorandum of Understanding (MOU) is received.**

### I. DISTRICT AGREES TO:

- **Read the Guidebook.** Pay special attention to the section on active and passive consent procedures.
- **Coordination.** Provide one district-level contact person for each participating district.
- **Surveys.** Administer each CalSCHLS survey selected by District (CHKS, CSSS, and/or CSPA) according to the procedures in the Guidebook. Ensure that each survey administered is the most recent version.
- **Data Submission and Report Preparation.** Notify CalSCHLS Regional Center staff upon completion of each survey administration per the guidelines provided at registration.

### CALIFORNIA HEALTHY KIDS SURVEY (CHKS) ADMINISTRATION

- **Grades and Schools.** Survey grades 3 through 12 as appropriate within the district. Provide current student enrollment figures for all schools by grade level.
- **Parent Consent.** Follow the active parental consent process with grades below seven, and passive parental consent with grade seven and above.
  - Follow written school board policy for active and/or passive consent, and provide notification to parents of the approximate date(s) of survey administration and the availability of survey instruments for review at school and/or district offices. This is required regardless of consent type.
- **Privacy of Students.** Preserve respondent privacy and the confidentiality of the responses by ensuring that the room set-up prevents anyone from observing how the respondent is answering the survey questions and ensure that reasonable measures are taken to protect the responses after they are collected.
- **Surveys.** Administer the elementary Core survey to elementary students, and the secondary Core survey to secondary students.
- **Proctors.** Assign survey proctors (teachers or assigned proctors) for each classroom.
- **Assurance of Confidentiality Agreement.** Ensure that all teachers and proctors assigned to administer the survey sign the Assurance of Confidentiality Agreement and read the Introductory Script to students.
- **Response Rates.** Make best efforts to obtain a response rate of at least 70% of students in surveyed grades.
- **Printed Survey Administration.** Provide complete information on the transmittal envelopes if administering the survey via scantron form.
- **Produce surveys.** If administering paper-and-pencil survey, reproduce from the master copy no more than the number of questionnaires needed to administer the survey.
  - Submit completed answer sheets and materials to your Regional Center.
  - CalSCHLS is not responsible for transferring data from incorrect to correct answer sheets.

## CALIFORNIA SCHOOL STAFF SURVEY (CSSS) ADMINISTRATION

- Ensure that applicable staff complete the online (CSSS) at each school and for each grade level.
- The survey should be offered to all teachers, administrators, and other certificated staff, including paraprofessionals and aides, and to all personnel working in the areas of counseling, health, prevention, and safety.

## CALIFORNIA SCHOOL PARENT SURVEY (CSPS) ADMINISTRATION

- Coordinate with CalSCHLS staff regarding the administration of online and paper parent survey materials.
- Administer the CSPS to all parents, guardians, or other caregivers of students in all grades and schools in the district.
- Each family (parent/guardian/caregiver) should complete only one survey per school regardless of number of children enrolled in that school.

## PAYMENT

Make payment of all CalSCHLS fees, at the current rates for the applicable school year within thirty (30) days of completion of services and receipt of deliverables. See attached fee schedule for the 2018-2019 school year.

## II. WESTED AGREES TO PROVIDE:

- Comprehensive technical assistance via email and phone.
- Access to the CHKS online system or master copies of the survey instrument with scantrons and materials.
- Access to the CSSS online system.
- Access to the CSPS online system and master copy of the survey instrument.
- Access to the CalSCHLS System website ([calschls.org](http://calschls.org)).
- Scanning and online services.
- **District-level reports within six to ten weeks after receipt of accurate and complete survey information and materials.**

## III. ACCESS

Under the Public Records Act, any third party (for example, the media) can request existing district reports from CDE. Raw data may be provided to public agencies and research agencies by request for analyses only after the requesting agency has executed an agreement with WestEd and/or CDE and has agreed to conditions of strict confidentiality in compliance with state and federal regulations, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 et. seq.), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

CalSCHLS Regional Center staff post CalSCHLS reports (CHKS and CSSS) to the CalSCHLS System websites in November of the year following survey administration.

#### **IV. CONFIDENTIALITY AGREEMENT**

Districts agreeing to administer any of the CalSCHLS surveys (CHKS, CSSS, and CSPS), understand that data will be subject to the conditions stated above. Once produced, district level reports will be available to outside agencies via the website or upon request, and raw data may be provided to public and research agencies for analysis under strict conditions of confidentiality.

District further agrees to use the CalSCHLS surveys only for use in its own district, and only for so long as this MOU is in effect. Upon expiration or termination of this MOU, District agrees to return all CalSCHLS materials to WestEd or CDE.

#### **V. GENERAL TERMS AND CONDITIONS**

Terms. This MOU is effective on September 1, 2018 and expires on August 31, 2019.

Amendments. This MOU may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be in writing and signed by both parties.

Indemnification. District shall defend, indemnify, and hold WestEd, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of District, its officers, agents, or employees.

WestEd shall defend, indemnify, and hold District, its officers, agents, and employees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or resulting from the negligent or intentional acts or omissions of WestEd, its officers, agents, or employees.

Dispute resolution. District and WestEd shall exercise their respective best efforts to settle any claim, controversy, or dispute (collectively, "Dispute") arising out of or relating to this MOU. The Parties shall discuss any Dispute no later than fifteen (15) days after either Party gives written notice to the other Party of a Dispute, including the legal and factual basis for such Dispute. No arbitration or other proceeding may be commenced before the Parties have met pursuant to this provision. In the event that a Dispute cannot be resolved through good faith negotiations, the Parties agree that such Dispute shall be finally settled through binding arbitration. The arbitration shall be administered by JAMS, in San Francisco, California, pursuant to its Comprehensive Arbitration Rules and Procedures. The decision of the arbitrator shall be final and conclusive upon the Parties. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek injunctive or provisional relief to protect confidential information at any time.

Assignment. District shall not voluntarily or by operation of law, assign or otherwise transfer its rights or obligations under this MOU without prior written consent from WestEd. Any purported assignment in violation of this paragraph shall be void.

Execution. Each of the persons signing this MOU represents that he or she has the authority to sign on behalf of and bind their respective party.



**District**

**Survey Administration Fees 2018-2019**

**All Fees Based on CDE Subsidized Rate**

*Questions? Call our toll-free CalSCHLS Helpline at 888.841.7536*

<b>CHKS - Student</b>	
Survey fee	\$0.40 per student enrolled; \$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
Ethnicity report	\$200 for district middle, \$200 for district high
School ethnicity report	\$100 each
District climate report card	\$250, free if all eligible schools ordered
School climate report card	\$75 each
District raw data	\$75 per data set
Custom questions	One-time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

<b>CSSS - Staff</b>	
Survey fee*	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
District report	No additional cost
School reports	\$75 each
District raw data	\$75 per data set
Custom questions	One-time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

<b>CSPS - Parent</b>	
Survey fee (Includes online English/Spanish surveys)	\$150 survey set-up fee
Supplementary modules	\$100 per supplemental module
Paper processing fee	\$0.40 per paper copy returned for processing
District report	No additional cost
School reports	\$75 each
District raw data	\$75 per data set
Custom questions	One-time development fee of \$200 for every three questions or fraction thereof. Subsequent use of same module (with no changes) is \$100 each.
Workshops	\$125/hour (preparation, travel, and presentation time), plus travel expenses
Other custom work	\$100/hour

\* If you are a district surveying less than 100 students, please contact your regional center for specific survey costs.



By signing this document, the named District and WestEd signify that each party, has reviewed, understands, agrees to, and will comply with the terms and conditions stated above.

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District Representative:

WestEd Staff:

\_\_\_\_\_  
Signature

Lisa A. Franz, Director, Purchasing  
Printed name

\_\_\_\_\_  
Date

OSD BOARD AGENDA ITEM

Name of Contributor: **Shristie Nair-Villano**

Date of Meeting: **February 6, 2019**

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda   X    
Agreement Category:
  - \_\_\_\_\_ Academic
  - \_\_\_\_\_ Enrichment
  - \_\_\_\_\_ Special Education
  - \_\_\_\_\_ Support Services
  - \_\_\_\_\_ Personnel
  - \_\_\_\_\_ Legal
  - \_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies   1<sup>st</sup> Reading \_\_\_\_\_   2<sup>nd</sup> Reading \_\_\_\_\_

**Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)**

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**Establish**

an eight hour 197 day Speech Language Pathology Assistant Bilingual position number 9296 to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty five minute 197 day Paraeducator II position number 9301 to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty five minute 197 day Paraeducator II position number 9302 to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty five minute 197 day Paraeducator II position number 9303 to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty five minute 197 day Paraeducator II position number 9304 to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty five minute 197 day Paraeducator II position number 9305 to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty five minute 197 day Paraeducator II position number 9306 to be established in the Special Education department. This position will be established to provide additional support.

a five hour and forty five minute 197 day Paraeducator II position number 9307 to be established in the Special Education department. This position will be established to provide additional support.

## **Increase**

a four hour 199 day Child Nutrition Worker position number 2222 to be increased to five hours in the Child Nutrition Services department. This position will be increased to provide additional support.

a five hour and thirty minute 197 day Paraeducator III position number 8468 to be increased to five hours and forty five minutes in the Special Education department. This position will be increased to provide additional support.

## **Abolish**

a three hour 199 day Child Nutrition Worker position number 5386 to be abolished in the Child Nutrition Services Department. This position will be abolished due to the lack of work.

a five hour 197 day Paraeducator I position number 7825 to be abolished at McKinna School. This position will be abolished due to lack of funds.

a five hour 197 day Paraeducator I position number 7829 to be abolished at McKinna School. This position will be abolished due to lack of funds.

a five hour 197 day Paraeducator I position number 7830 to be abolished at McKinna School. This position will be abolished due to lack of funds.

## **FISCAL IMPACT:**

Cost for Speech Language Pathology Assistant Bilingual - \$80,332 Special Education

Cost for Paraeducator II's - \$196,112 Special Education

Cost for Child Nutrition Worker – \$4,359 Child Nutrition Services

Cost for Paraeducator III - \$1,248 Special Education

Savings for Child Nutrition Worker – \$13,105 Child Nutrition Services

Savings for Paraeducator I's – \$69,642 McKinna School

## **RECOMMENDATION:**

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

## **ADDITIONAL MATERIAL:**

None

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca/Shristie Nair-Villano**

Date of Meeting: **February 6, 2019**

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda   X    
Agreement Category:
  - \_\_\_\_\_ Academic
  - \_\_\_\_\_ Enrichment
  - \_\_\_\_\_ Special Education
  - \_\_\_\_\_ Support Services
  - \_\_\_\_\_ Personnel
  - \_\_\_\_\_ Legal
  - \_\_\_\_\_ Facilities
- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies   1<sup>st</sup> Reading \_\_\_\_\_   2<sup>nd</sup> Reading \_\_\_\_\_

**Personnel Actions (Vaca/Nair-Villano)**

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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 & Support Services and the Director, Classified Human Resources, that the Board of Trustees approve the Personnel Actions, as presented.

**ADDITIONAL MATERIAL:**

- Classified Personnel Actions (two pages)
- Certificated Personnel Actions (one page)

## CLASSIFIED PERSONNEL ACTIONS

February 6, 2019

**New Hire**

Aguilar, Bianca	Paraeducator II, Position #9291 Lemonwood 5.75 hrs/197 days	01/07/2019
Beltran, Rocio	Child Nutrition Worker, Position #7277 Fremont 5 hrs/199 days	01/04/2019
Compian, Anne M	Child Nutrition Worker, Position #2214 Frank 5 hrs/199 days	01/16/2019
Guerreo Espinosa, Dalia	Family Liaison, Position #6405 Ramona 6 hrs/194 days	1/07/2019
Herrera Jr, Jesus	Paraeducator I, Position #7169 Chavez 4.17 hrs/197 days	01/07/2019
Lopez, Natalie	Paraeducator I, Position #7178 Lemonwood 4.17 hrs/197 days	01/08/2019
MacDonald, Amanda	Paraeducator II, Position #9204 Special Education 5.75 hrs/197 days	01/23/2019
Mansur, Dominique	Paraeducator I, Position #9156 Curren 3.10 hrs/197 days	01/09/2019
Torrez Jr., Mark	Child Nutrition Worker, Position #567 Haydock 5 hrs/199 days	01/04/2019

**Limited Term**

Andres Velazquez, Ivette	Paraeducator	01/08/2019
Castillo, Vanessa	Paraeducator	01/11/2019
Conchas Fernandez, Patricia	Paraeducator	01/17/2019
Diaz, Guadalupe	Avid Tutor	11/27/2018
Fabillaran, Larissa	Paraeducator	01/09/2019
Gomez, Gloria	Campus Assistant	01/11/2019
Gonzalez Jimenez, Monica	Paraeducator	01/11/2019
Hernandez, Alejandro	Paraeducator	01/22/2019
Longoria Delgado, Maria	Clerical	11/18/2018
Mahler, Loreto	Clerical	01/08/2019
Mansur, Dominique	Paraeducator	01/08/2019
Martinez, Esther	Campus Assistant	01/10/2019
Pazevic, Linda	Paraeducator	01/09/2019
Rodriguez, Michelle	Paraeducator	01/22/2019
Ruiz, Iridiam	Paraeducator	01/07/2019
Vazquez, Alicia	Paraeducator	01/11/2019

**Promotional**

Casas, Rocio B	School Office Manager, Position #7915 San Miguel 8 hrs./210 days Office Assistant/Switchboard Operator, Position #482 Superintendent's Office 8hrs/246
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**Transfer**

Gaytan, Blanca	Office Assistant III, Position #1808 Educational Services 8.0 hrs./246 days Administrative Assistant, Position #1610 Superintendent's Office 8.0 hrs./246 days	01/11/2019
Rodriguez, Deborah	Child Nutrition Worker, Position #2854 Child Nutrition Services 5 hrs/199 days Child Nutrition Worker, Position #1703 Mckinna 5 hrs/199 days	01/04/2019

**Leave of Absence**

Grande, Carmen	School Office Manager, Position #1820 Marshall 8 hrs/224 days	1/22/2019 – 5/20/2019
Velasquez, Rosario	Child Nutrition Worker, Position #1287 Rose Avenue 5 hrs/199 days	1/4/2019 – 5/6/2019

**Leave of Absences - Return**

Gonzalez, Therese N	Child Nutrition Worker, Position #1586 Marina West 4 hrs/199 days	01/07/2019
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**Resignation**

Casarez, Crystal	Child Nutrition Worker, Position #2222 Frank 4 hrs/185 days	01/08/2019
Garcia, Isai	Outreach Specialist, Position #2688 Marshall 8 hrs/180 days	12/31/2018
Mendoza, Elisa	Campus Assistant, Position #2987 Frank 5.75 hrs/180 days	01/06/2019

**Retirement**

McGarry, Vincent	Senior Manager, Maintenance & Operations, Position #1082 Facilities 8 hrs/246 days	02/28/2019
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**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**

Barbetti, Rebecca	Substitute Teacher	2018/2019 School Year
Christiansen, Sharon	Substitute Teacher	2018/2019 School Year
Figueroa, Gene	Substitute Teacher	2018/2019 School Year
Murillo, Yenesi	Substitute Teacher	2018/2019 School Year
Tonkin, Christina	Substitute Teacher	2018/2019 School Year
Vargas, Alejandra	Substitute Teacher	2018/2019 School Year

OSD BOARD AGENDA ITEM

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

**Date of Meeting: 2/6/19**

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_

Agreement Category:

- \_\_\_ Academic
- \_\_\_ Enrichment
- \_\_\_ Special Education
- \_\_\_ Support Services
- \_\_\_ Personnel
- \_\_\_ Legal
- \_\_\_ Facilities

- D. Action Items   X
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading \_\_\_\_\_ 2<sup>nd</sup> Reading \_\_\_\_\_

**Plaza Comunitaria Presentation**

**(DeGenna/Batista)**

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Plaza Comunitaria is a program provided by CAFE in conjunction with the Mexican government that allows for Spanish-speaking adults to take tests and receive elementary, middle, and high school certification. This presentation will explain more about the program, its cost, and the feasibility of offering it here at the Oxnard School District.

**FISCAL IMPACT:** Potentially up to \$30,000. Paid out of Title III

**RECOMMENDATION:** It is the recommendation of the Assistant Superintendent, Educational Services, and the Director of English Learner Services that the Board of Trustees approve the plan as presented.

**ADDITIONAL MATERIAL:**

Power Point




# Plaza Comunitaria

Dr. Marlene Batista


Board Presentation ~ 2/6/19

# What is Plaza Comunitaria?

A Program that offers adults who have immigrated from Spanish-speaking countries the opportunity to finish their elementary and/or secondary education in Spanish

- This is offered through a partnership with CIBE and the Instituto Nacional de Educación para Adultos (INEA)
  - Upon completion parents will receive a diploma from the Mexican Secretary of Public Education
  - This secondary education diploma may allow them to continue their education in areas like ESL, GED, or College.
- 

# Benefits to Families

- Provides opportunities for continued education
  - Improves knowledge of native language
  - Strengthens the capacity to support and get involved in their children's education
  - Stimulates self-esteem and pride in one's native culture
- 

# Cost Analysis

Description	Cost	One Time/Yearly
Computer Cart	\$16,500	One time
CABE Contract	\$9,000	Yearly
Extra Hours Personnel	\$5,000 (variable)	Yearly
TOTAL:	\$30,500	Startup Year
	\$14,000	Yearly after

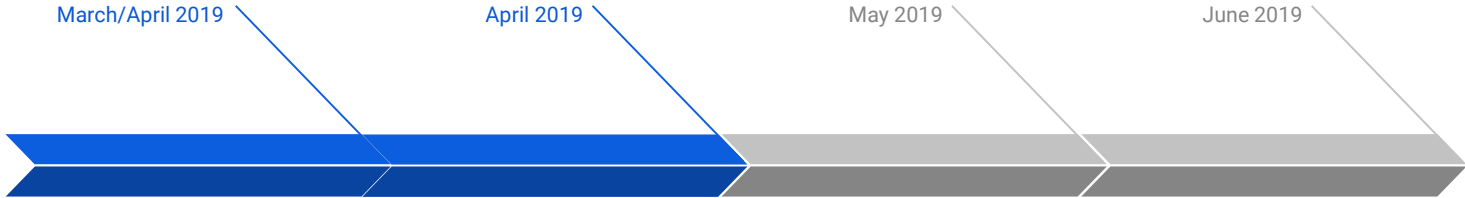
\*Other costs could include daycare, materials, etc....

# Challenges

- Final Cost will be dependent on number of trainers of trainers, frequency of class offerings, and whether or not daycare is provided ~cost could be significantly higher
- Availability of classroom space
- We have not done a needs assessment or know how many parents would be interested



# Getting Started at no Cost



## Free Testing

CABE will come out and provide free testing for parents - depending on interest we can do up to 2 days

## Needs Assessment

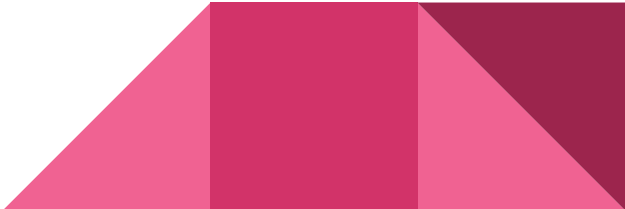
Create a survey to see the level of interest of families and distribute during testing, at schools and at ELAC/DELAC and P2I classes

## Analyze Data

Look at results of our testing and parent participation as well as the needs assessment survey and present to the Board

## Decision Making/Planning

Based on Board decision if we decide to proceed begin planning efforts with CABE to start in Fall of 2019





# Questions



Regular Board Meeting  
November 14, 2018

The Board of Trustees of the Oxnard School District met in regular session at 5:04 p.m. on Wednesday, November 14, 2018 at the Educational Service Center. CALL TO ORDER

A roll call of the Board was conducted. Present were President Debra M. Cordes, and Trustees, Ernest “Mo” Morrison, Monica Madrigal Lopez and Veronica Robles-Solis; Trustee O’Leary arrived at 6:28 p.m. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Janet Penanhoat, Dr. Ana DeGenna and Dr. Jesus Vaca, and Executive Assistant Rose Chaparro. ROLL CALL

Ms. Brasilia Perez, Principal at Cesar E. Chavez School, Academy of Literacy, Communication Arts and Technology introduced Jennifer Lopez, Jessica Aguirre and Mia Uribe, who led the Pledge of Allegiance in English, Spanish and Sign Language respectively. PLEDGE OF ALLEGIANCE

Mia Uribe read the District’s Vision and Mission Statements in English and Jessica Aguirre read them in Spanish. DISTRICT’S VISION AND MISSION STATEMENTS

Ms. Brasilia Perez provided a presentation on Cesar E. Chavez School’s wide strands and goals, which included the Dual Language Program, the school focus strands and the implementation of standards. Ms. Perez also commented on reading intervention for 1<sup>st</sup> and 2<sup>nd</sup> grade, collaboration with teachers, parent classes, mathematics and tech mentors, 6<sup>th</sup>-8<sup>th</sup> instructional specialists, parent engagement and school climate and culture. Ms. Erica Ultreras, Assistant Principal elaborated on the Tech Instructional Plan and the college and career-going atmosphere. PRESENTATION BY CESAR E. CHAVEZ SCHOOL, ACADEMY OF LITERACY, COMMUNICATION ARTS AND TECHNOLOGY

President Cordes presented a token of appreciation to the students that participated in the Board Meeting.

On motion by Trustee Morrison, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 4-0; being Trustee O’Leary absent, the agenda was approved as presented. ADOPTION OF THE AGENDA

A.6 Dr. DeGenna introduced Dr. Marlene Batista and Ms. Aracelli Fox who provided a presentation on the programs designed to support English Language Learners. Dr. Batista and Ms. Fox shared data, goals and highlights of the English Language Services and Dual Language Programs. Trustee O’Leary arrived during this session at 6:40 p.m. STUDY SESSION – BILITERACY AND ENGLISH LEARNER PROGRAMS UPDATE

A.7 President Cordes read the Rules for Individual Participation. No one approached the Board. PUBLIC PARTICIPATION



ANNOUNCEMENTS PRIOR TO CLOSED SESSION November 14, 2018:

CLOSED SESSION

After public comments on the Closed Session agenda items, the Board recessed to Closed Session to consider the following:

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9:

- ANTICIPATED LITIGATION: one (1) case
- EXISTING LITIGATIONS:
  - J.R. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM

Secondly, REMOVAL/SUSPENSION/EXPULSION OF STUDENTS (*Education Code* 48912; 20 U.S.C. Section 1232g) Recommendation to approve stipulated agreement for suspended enforcement of expulsion

- Case No. 18-02 (Action Item)

Thirdly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code*, Sections 54957.6 and 3549.1.

The District negotiator is the Assistant Superintendent, Human Resources & Support Services, and Garcia Hernandez & Sawhney, LLP, the employee organizations are OEA, OSSA, CSEA; and all unrepresented personnel – administrators, classified management, confidential.

Fourthly, for CONFERENCE WITH REAL PROPERTY NEGOTIATORS under *Government Code*, Section 54956.8:

Property: Parcel located on Teal Club Road, North of Teal Club Road, South of Doris Avenue; Agency Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/Garcia Hernandez & Sawhney, LLP/Caldwell Flores Winters, Inc.

Lastly, PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- Public Employee(s) Discipline/Dismissal/Release.
- Reassignment, Appointment:

Trustees convened to closed session at 6:40 p.m. until approximately 7:15 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Cordes reported the following action taken by the Board during closed session:

REPORT ON CLOSED SESSION

On motion by Trustee Robles-Solis, seconded by Trustee Morrison, and carried on a roll call vote of 5-0 the Board approved the settlement and release in Personnel Matter Case # 2018-080966.

(Motion# 18-50)

On motion by Trustee Morrison, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0, the Board approved the stipulated agreement for suspended enforcement of expulsion in Case # 18-02.

(Motion # 18-51)

A.11 The District recognizes School Psychologists for the important and vital role that they play in the personal and academic development and success of the

ADOPTION AND PRESENTATION OF

Oxnard School District students. School Psychologists collaborate with educators, parents, and other professionals to create safe, healthy, and supportive learning environments that strengthen connections between home, school, and the community for all students.

On motion by Trustee O’Leary, seconded by Trustee Morrison and carried on a roll call vote of 5-0, the Board adopted and presented Resolution #18-18 for School Psychology Awareness Week November 12-16, 2018.

RESOLUTION #18-18  
FOR SCHOOL  
PSYCHOLOGY  
AWARENESS WEEK  
NOVEMBER 12-16,  
2018  
(Motion # 18-52)

A.12 The Board of Trustees recognized the Measure R Bond Oversight Committee for its service to the Oxnard School District community.

RECOGNITION OF  
MEASURE R BOND  
OVERSIGHT  
COMMITTEE

A.13 Dr. Anna DeGenna provided a presentation on the California Dashboard Local Indicators.

California Department of Education (CDE) continues to use a method of progress monitoring to determine student, school, and district progress on the eight state priority measures. Several of the priorities are measured by the results of data gathered directly by the state (CAASPP data, Attendance Reporting, Suspension/Expulsion reports). This year there are five local indicators, which will be reported by the LEA and included in the Dashboard when it is released in December 2018. Progress is coded as MET or NOT MET for each indicator. For each indicator, the LEA must identify the tools that will be used to evaluate progress on the indicator, implement and evaluate progress based on those tools, and report to the Governing Board. If these steps are met, the indicator is coded as met.

PRESENTATION ON  
CALIFORNIA  
DASHBOARD LOCAL  
INDICATORS

B.1 Trustee Morrison read the rules for individual participation in English and President Cordes read them in Spanish.

PUBLIC COMMENT

- Joe Mendoza, support for the Dual Language Immersion Program.
- Susana Betancourt, support for the Dual Language Immersion Program for Haydock.
- Christopher Castañón, support for the Dual Language Immersion Program for Haydock.
- Francine Castañón, support for the Dual Language Program for Haydock.
- Claudia Garcia, support for the Dual Language Program. Concerned that Haydock does not have this program.

On motion by Trustee Robles-Solis, seconded by Trustee Morrison and carried on a roll call vote of 5-0, the Board approved the Consent Agenda, as presented.

CONSENT AGENDA  
(Motion# 18-53)

C.1 Accepted the following gifts:

(Acceptance of Gifts)

- From Carlos and Ignacia Zaragoza, parents of Frank School student and Oxnard residents. A generous donation of the Green Photography Set for student’s Journalism class, for a value of approximately \$200.00. Mr. and Mrs. Zaragoza’s contribution made to the Journalism/Lobo News class has made the learning experience more exciting. There is no affiliation to any program or business.

C.2 Approved the following Agreements:

(Approval of Agreements)

Enrichment:

- #18-172 New West Symphony to provide a Music Van Experience for 5th grade students at fourteen (14) school sites during the 2018-2019 school year, amount not to exceed \$3,500.00; to be paid with LCFF funds.
- ##18-173 Ojai Raptor Center to provide a presentation with Live Birds of Prey for 3rd grade students at Rose Avenue School on Friday, December 7, 2018; amount not to exceed \$550.00; to be paid with Rose Avenue School PTA funds.
- #18-174 Sports For Learning to provide a STEM & Coaching Program at Rose Avenue School as part of CHAMPS Tier II intervention to reduce discipline issues and develop students' interest in STEM, develop soccer skills and be more physically active, and improve targeted students school attendance; amount not to exceed \$12,960.00, to be paid with LCFF funds.

Personnel:

- #18-165 Reward Strategy Group Reward Strategy Group will provide professional consulting services to conduct a Diagnostic Review of the current classification plan covering classified employees. The goal is to accurately identify and document issues in classification and/or organizational problems that likely exist, and then gain District and Personnel Commission (PC) agreement on the most cost-effective approach for resolving/correcting them; amount not to exceed \$24,200.00, to be paid with Personnel Commission funds.

C.3 Ratified the following Agreements:

(Ratification of Agreements)

Academic:

- #18-169 Santa Clara Elementary School - The Oxnard School District will provide services to Santa Clara Elementary School, a private school located within the geographic jurisdiction of this school district, through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2018-2019 school year. Title III Allocation to Santa Clara School in the amount of \$1,537.00.
- #18-170 St. Anthony's School - The Oxnard School District will provide services to St. Anthony's School, a private school located within the geographic jurisdiction of this school district, through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2018-2019 school year. Title III Allocation to St. Anthony's School in the amount of \$2,689.00.
- #18-171 Our Lady of Guadalupe School - The Oxnard School District will provide services to Our Lady of Guadalupe School, a private school located within the geographic jurisdiction of this school district, through the Limited English Proficient (LEP) Student Program funded under the Elementary and Secondary Education Act, Title III, Part A for the 2018-2019 school year. Title III Allocation to Our Lady of Guadalupe School in the amount of \$1,372.00.

Special Education:

- #18-14 PresenceLearning, Inc. – At the Board Meeting of June 6, 2018, the Board of Trustees approved Agreement #18-14, with PresenceLearning Inc., in the amount of \$65,000.00, to provide supplemental clinical and therapy services to the Special Education Services Department on an “as needed” basis during the 2018-2019 academic year. Amendment # 1 will cover additional costs needed to provide these services district wide, in the amount not to exceed \$235,000.00, for a new total agreement amount of \$300,000.00, to be paid with Special Education funds.

- #18-163 Assistance League, Non-Public School, NPS services for the student listed below for the 2018-2019 school year, beginning August 20, 2018 and including Extended School year. The Non Public School provides a program of instruction, which is consistent with the pupil’s individual educational plan as specified in the individual service agreement; amount not to exceed \$11,000.00, to be paid with Special Education funds.
- #18-168 Casa Pacifica School services for Student GL032504, for the 2017-2018 school year, including Extended School Year. The Non-Public School will provide a program of instruction, which is consistent with the pupil’s individual educational plan as specified in the individual service agreement; amount not to exceed \$1,214.26, to be paid with Special Education funds.

C.4 Approved Amendment #007 to Agreement #12-231 and the attached proposal from SVA Architects, Inc. dated August 20, 2018 authorizing an architectural services contract between MVEI Architects (now and going forward known as SVA Architects) and the District for the Lemonwood K-8 School Reconstruction Project. Amount not to exceed \$72,550.00, to be paid out of Master Construct and Implementation funds.

(Approval of Amendment #007 to Agreement #12-231 with SVA Architects to Provide Additional Architectural Services for the Lemonwood K-8 School Reconstruction Project)

C.5 Approved Amendment #006 and the attached proposal received from SVA Architects, Inc. for the additional costs associated with design revisions, and the accompanying construction administration fees. Amount not to exceed \$103,372.00, to be paid out of Master Construct and Implementation Funds. Agreement #13-121 was approved at the October 16, 2013 regularly scheduled Board Meeting with MVE Institutional (now and going forward known as SVA Architects) to provide Architectural Services to complete the design for the Elm School Reconstruction Project (Project).

(Approval of Amendment #006 to Agreement #13-121 with SVA Architects to Provide Additional Architectural Services for the Elm School Reconstruction Project)

C.6 Approved Change Order No. 015 that provides for twelve (12) change proposals, amount not to exceed \$156,962.06, to be paid out of Master Construct and Implementation Funds. The Project includes the construction of new school facilities at the existing Lemonwood school site. The new facilities will provide for a complete K-8 educational program and will consist of a new combined administration and library building, a new multi-purpose room/gymnasium, a 2-story classroom building, kindergarten classroom building and playfields, hardscape and green space to service the new school.

(Approval of Change Order No. 015 to Construction Services Agreement #15-198 with Swinerton Builders to Adjust Costs for the Lemonwood K-8 School Reconstruction Project)

C.7 Approved Change Order No. 005 that provides for one (1) change proposal, amount not to exceed \$151,790.85, to be paid out of Master Construct and Implementation Funds. The Oxnard School District (“District”) Board of Trustees (“Board”) Facilities Implementation Plan first adopted in 2013, calls for the modernization of the Harrington ECDC (“Project”). The Project includes the modernization of two (2) existing classroom buildings and the one (1) original administration building, and associated site work at the existing school site. The modernized facilities will provide for educational programs. Harrington ECDC Change Order #005 is for the additional site development scope of work and general contractor management.

(Approval of Change Order No. 005 to Construction Services Agreement #17-139 with Ardalan Construction Company Inc. to Adjust Costs for the Harrington ECDC Project)

C.8 Approved the award of Field Contract #FC-P19-02509 to the lowest responsible bidder, Spearhead Locating Services, Inc., for \$1,100.00. The project

(Approval of Field Contract #FC-P19-02509

- will be funded through Deferred Maintenance Funds. Proposals were solicited for Field Contract #FC-P19-02509, Investigate and Identify Underground Utilities at Driffill School, pursuant to the Uniform Public Construction Cost Accounting Act. Two (2) proposals were received on Tuesday, October 30, 2018. – Spearhead Locating Services Inc.)
- C.9 Approved the award of Field Contract #FC-P19-02543 to the lowest responsible bidder, Westcor Environmental, Inc., in the amount of \$3,883.00. The project will be funded through the General Fund. Proposals were solicited for Field Contract #FC-P19-02543, Environmental Services for the Women’s Restroom at the Education Services Center, pursuant to the Uniform Public Construction Cost Accounting Act. Three (3) proposals were received on Wednesday, October 31, 2018. (Approval of Field Contract #Fc-P19-02543 – Westcor Environmental, Inc.)
- C.10 Approved/ratified: 1. A listing of Purchase orders issued 10/12/2018 through 11/01/2018 for the 2018-2019 school year, for \$4,076,572.77. 2. A listing of Draft Payments issued for 10/12/2018 through 11/01/2018 for the 2018-2019 school year, \$1,110.00. (Purchase Order/Draft Payment Report #18-0)
- C.11 Approved Amendment #1 to Agreement 18-30 that increase the amount of funds allocated under this agreement by \$20,000.00, for a total amount not to exceed \$45,000 plus reimbursement for actual expenses; amount not to exceed \$20,000.00, plus reimbursement of actual expenses, to be paid with Certificated Personnel Negotiations funds. At the Board meeting of June 20, 2018, the Board of Trustees approved Agreement #18-30 with The Bodine Group to provide facilitation services for collective bargaining for OSSA and CSEA; and Interest Based Negotiations Training to OSD Administrators and CSEA and OSSA bargaining team members, for the period of 7/1/18 through 6/30/19, and in the amount of \$25,000.00. (Approval of Amendment #1 to Agreement #18-30 – The Bodine Group)
- C.12 Approval of the report that reflects the Ventura County Office of Education’s Williams related visits and activities completed during the first quarter of fiscal year 2018-2019. Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis to the Governing Boards of districts with deciles 1 to 3 schools. (Approval of the Ventura County Office of Education (VCOE) Williams Activity Report, 2018-19 First Quarter)
- C.13 Approved the establishment, increase, reduction of positions as presented. (Establish/ Abolish/ Increase/ Reduce Hours of Positions)
- C.14 Approved the personnel actions, as presented. (Personnel Actions)
- Listed below are recommended Classified 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. (Classified)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Arico, Carmen G.	Office Assistant II, Position #970 Brekke 7.0 hrs./203 days	10/22/2018
Carranza, Jeffrey	School Office Manager, Position #1824 Ramona 8.0 hrs./210 days	10/15/2018
Jacobo Luis, Itzel	Child Nutrition Worker, Position #81 Itinerant 5.5 hrs./185 days	10/08/2018
Ramos, Linda	Health Care Technician, Position #7115 Pupil Services 7.0 hrs./183 days	10/29/2018
<u>Limited Term</u>		
Franklin, Leslie R.	Paraeducator	10/25/2018
Garcia, Ivon H.	Paraeducator	10/08/2018
Grande, Aldo R.	Paraeducator	10/19/2018
Gutierrez, Christine A.	Paraeducator	10/15/2018
Mateos, Valerie S.	Paraeducator	10/12/2018
Torrez Jr., Mark T.	Paraeducator	10/29/2018
Ward, Brandi G.	Paraeducator	10/29/2018
Williams III, Clifford L.	Paraeducator	10/22/2018
<u>Exempt</u>		
Armendariz, Claudia	Campus Assistant	10/18/2018
<u>Promotion</u>		
Garibay, Angelica	School Office Manager, Position #2210 Fremont 8.0 hrs./215 days Intermediate School Secretary, Position #7016 Lemonwood 8.0 hrs./192 days	10/29/2018
<u>Increase in Hours</u>		
Pina, Bobby S.	Paraeducator III, Position #7467 Harrington, 8.0 hrs./183 days Paraeducator III, Position #7467 Harrington, 5.5 hrs./183 days	10/01/2018
Fuentes, Saira	Paraeducator III, Position #6373 McAuliffe, 8.0 hrs./183 days Paraeducator III, Position #6373 McAuliffe, 5.5 hrs./183 days	10/01/2018
<u>Administrative Transfer</u>		
Garcia, Sarah O.	Child Nutrition Worker, Position #6627 Kamala 5.0 hrs./185 days Child Nutrition Worker, Position #2247 Haydock 5.0 hrs./185 days	10/09/2018
<u>Transfer</u>		
Vargas, Veronica	Child Nutrition Worker, Position #2426 Fremont 5.5 hrs./185 days Child Nutrition Worker, Position #2425 Fremont 5.0 hrs./185 days	10/21/2018
Whitt, Virginia	School Office Manager, Position #2183	10/22/2018

Sierra Linda 8.0 hrs./210 days  
 School Office Manager, Position #7915  
 San Miguel 8.0 hrs./210 days

In Lieu of Layoff

Zarate, Connie	Office Assistant II, Position #7979 Ed. Services 4.0 hrs./246 days	11/05/2018
	Office Assistant II, Position #2872 Frank 2.5 hrs./192 days	

Released during Probation

3928	Paraeducator II, Position #6736 Special Education 5.75 hrs./183 days	10/22/2018
	Health Assistant, Position #8435 Pupil Services 5.75 hrs./183 days	

Leave of Absence

Pena, Sahara	Intermediate School Secretary, Position #6709 Driffill 8.0 hrs./192 days	10/01/2018
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Resignation

Alfaro, Crystal M.	Paraeducator I, Position #7172 Driffill 2.0 hrs./183 days	10/26/2018
Jetton, Lacy J.	Human Resources Assistant, Position #8183 Human Resources 8.0 hrs./246 days	10/09/2018
Zarate, Connie	Office Assistant II, Position #26 Fremont 2.0 hrs./203 days	10/04/2018

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. (Certificated)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New hires</u>		
Hirsh, Ivan	SDC M/M Teacher	10/25/2018
Tobin, Anna	RSP, Teacher	10/30/2018
Delgadillo, Elizabeth	Substitute Teacher	2018/2019 School Year
Lopez, Cynthia	Substitute Teacher	2018/2019 School Year
Pipkin, Scott	Substitute Teacher	2018/2019 School Year
Rogers, Jacqueline	Substitute Teacher	2018/2019 School Year
Sanchez, Lilibeth	Substitute Teacher	2018/2019 School Year

Intervention Services Provider  
(less than 20 hours per week  
not to exceed 75% or 135  
days a year

Aharoni, Bonnie	Sierra Linda	10/22/2018
Burke, Rex	Sierra Linda	10/23/2018
Galdikas-Franz, Aldona	Sierra Linda	10/23/2018

Resignation

Torres, Mario	RSP Teacher, Frank	10/26/2018
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D.1 Board of Trustees member Denis O’Leary, a classroom teacher at Rio Elementary School District, attended the California Latino School Boards Association’s Unity Conference in San Diego October 4-7, 2018. REIMBURSEMENT FOR TEACHER SUBSTITUTE AT RIO SCHOOL DISTRICT. (Motion #18-54)

On motion by Trustee Robles-Solis, seconded by Trustee Morrison and carried on a roll call vote 4-0, the Board approved the reimbursement to Rio School District for the substitute costs of \$265.49, as stipulated by Education Code Section 44987.3 to be paid from the General Fund.

D.2 Educational Services presented the 2018-2019 Single Plans for Student Achievement for 18 of the 20 school sites Single Plans for Student Achievement for 18 elementary and middle schools for approval. The Single Plan for Student Achievement for Elm and Sierra Linda School will not be in this group for approval at this time. The School Site Council membership at the site needs to be amended. Sierra Linda and Elm’s Single Plan will be presented for approval at the December Board meeting. There will be pages in the Single Plans (Dashboard pages) which includes data that will not be updated until December. The SPSA contains a budget that details how school site funds will be spent to support improved student achievement. APPROVAL OF THE SINGLE PLANS FOR STUDENT ACHIEVEMENT: 19 SCHOOL SITES

On Motion by Trustee O’Leary, seconded by Trustee Madrigal Lopez and carried on a roll call vote 5-0, the Board approved the 2018-2019 SPSA Plans for 18 schools. (Motion# 18-55)

E.1 On Motion by Trustee O’Leary, seconded by Trustee Madrigal Lopez and carried on a roll call vote 5-0, the Board approved the minutes of regular and special board meetings, as submitted: APPROVAL OF MINUTES (Motion# 18-56)

- April 18, 2018, Regular Board Meeting
- May 2, 2018, Regular Board Meeting

G.1 Superintendent Announcements:

SUPERINTENDENT ANNOUNCEMENTS

Dr. Cesar Morales

- Expressed that his thoughts and prayers were with the families affected by the Borderline Shooting in Thousand Oaks.
- Indicated that this was a reminder for public servants of their obligation to keep everyone safe.
- Mentioned the fires in Ventura County.
- Highlighted the need for more mental health services.



- Expressed his pride for the certificated teachers, staff and support staff for creating a great learning environment for the students.
- Commended VCOE for having a great coordination with all superintendents.
- Expressed that OSD SPSA plans have come a long way thanks to teachers, parents and administration.

G.2 Trustees Announcements:

TRUSTEES  
ANNOUNCEMENTS

Trustee Madrigal Lopez

- Reported she attended Dia de los Muertos at Soria and Lemonwood.
- Recognized the importance of connecting families with schools.
- Expressed that due to her job as student counselor at CALU she had a tough week because of the shooting.
- Asked for a moment of silence for the fires in Ventura and Northern California and the shooting in Thousand Oaks.

Trustee O’Leary

- Made the peace sign.

Trustee Robles-Solis

- Expressed that her thoughts and prayers were with the families impacted by this event.

Trustee Morrison

- Indicated that there were many reasons to be glad.
- Commented that he was pleased to see how communities pulled together during emergencies.
- Indicated that the school is a place where kids and families can receive support when going through hard times.
- Encouraged everyone to move forward

President Cordes

- Thanked the community for electing her.
- Stated that the school community is a notch below first responders.
- Expressed that the best place for kids after their homes is the school.

There being no further business, on motion by Trustee Morrison, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0, the Board of Trustees adjourned the meeting at 8:58 p.m.

ADJOURNMENT

Respectfully Submitted,  
DR. CESAR MORALES

District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, the

Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of November 14, 2018; on motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

Regular Board Meeting  
December 12, 2018

The Board of Trustees of the Oxnard School District met in regular session at 7:02 p.m. on Wednesday, December 12, 2018 at the Educational Service Center. CALL TO ORDER

A roll call of the Board was conducted. Present were President Debra M. Cordes, and Trustees, Ernest “Mo” Morrison, Denis O’Leary, Monica Madrigal Lopez and Veronica Robles-Solis. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Janet Penanhoat, Dr. Ana DeGenna and Dr. Jesus Vaca, and Executive Assistant Rose Chaparro. ROLL CALL

Ms. Christine McDaniels, principal at Curren School introduced Katrina Martinez, 8<sup>th</sup> grade AVID student, in Ms. Cabazos’ class who led the audience in the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

Wenceslaus Hernandez, 6<sup>th</sup> grade, DLI student, in Ms. Solis’ class and Crystal Solomon, 6<sup>th</sup> grade, DLI student, in Ms. Solis’ class read the District’s Vision and Mission Statements in English and Spanish; and Curren Vision and Mission Statements in English. DISTRICT’S VISION AND MISSION STATEMENTS

Ms. Christine McDaniels, Principal at Curren School, provided a presentation regarding Curren School, Enriching Youth via Environmental Studies. Principal McDaniels commented on the School wide goals. Ms. Kristin Chacon Assistant Principal and AVID Administrative Liaison provided a presentation on the AVID program and activities. Two students from the AVID program, Xitlali Ramirez, 6<sup>th</sup> grade student in Ms. Ayala’s class and Damari Medina Navarrete, 8<sup>th</sup> grade student in Mrs. Cabazos’ class spoke about the AVID program. Principal McDaniels also commented on different programs, activities and events such as the DLI program, reading specialists, math mentors, autism continuum, basic services, community partnership, parent engagement, pupil engagement, school climate and culture, PBIS, sport programs and enrichment activities. PRESENTATION BY CURREN SCHOOL

President Cordes presented a token of appreciation to the students that participated in the Board Meeting.

On motion by Trustee O’Leary, seconded by Trustee Morrison and carried on a roll call vote of 5-0, the agenda was approved with the amendments listed below: ADOPTION OF THE AGENDA

- Item D.3 Ratification of Change Order No. 003 to Construction Services Agreement # 16-199 with Bernards Bros Inc. will be presented on the January 16, 2019 Board Meeting.
- Section E.1 Special Board Meeting July 19, 2018. Correction of minutes to reflect the following corrections already made: a) Motion by Board member and b) correct adjourment time.

- After the Organization of the Board for 2018-2019, the newly elected Trustee Jesus Vega will replace outgoing Trustee Ernest “Mo” Morrison on the Board meeting roll call throughout the agenda.

A.6 District Superintendent, Dr. Morales expressed words of appreciation for Trustee Ernest “Mo” Morrison and thanked him for his service during his long career as an educator and a member of the community. Trustee Morrison thanked all the members of the Board. Trustees Madrigal Lopez, O’Leary, Robles-Solis and President Cordes expressed their appreciation for Mr. Morrison. RECOGNITION OF OUTGOING TRUSTEE

A.7 District Superintendent, Dr. Cesar Morales administered the Oath of Office to the re-elected members to the governing Board, President Cordes and Trustee Robles-Solis as well as to newly elected member Dr. Jesus Vega. OATH OF OFFICE

A.8 Irma Lopez, present President of the Personnel Commission thanked and congratulated the Board of Trustees, on her behalf and on behalf of her husband, Manuel Lopez, and particularly, Mr. Ernest Morrison for his service during the past years. Following, there was a recess and a short reception in honor of the outgoing Board Member, Mr. Ernest Morrison. RECESS

A.9 Part I: ORGANIZATION OF THE BOARD  
 a. Debra Cordes was recognized as outgoing President of the Board of Trustees.

b. On motion by Trustee Vega, seconded by Trustee Madrigal Lopez, Trustee Robles-Solis was nominated for President of the Board. Trustee Robles Solis accepted the nomination. (Election of President)

Trustee O’Leary nominated himself for President of the Board, motion was not seconded.  
 Carried on a roll call vote of 4-1, being Trustee O’Leary the no vote, Trustee Veronica Robles-Solis was elected as President of the Board. (Motion #18-57)

c. On motion by Trustee Robles-Solis, seconded by Trustee Cordes; Trustee Madrigal Lopez was nominated for Clerk of the Board. On motion by Trustee Vega, seconded by Trustee Madrigal Lopez; Trustee Cordes was nominated for Clerk of the Board. Both nominees accepted. (Election of Clerk)

Carried on a roll call vote of 3-2, being the no votes Trustee O’Leary and Trustee Cordes, the motion passed. Trustee Madrigal Lopez was elected as Clerk of the Board. (Motion #18-58)

Carried on a roll call vote of 2-3, being President Robles-Solis, Trustee Madrigal Lopez and O’Leary the no votes, the motion did not passed. (Failed Motion #18-59)

A.10 The Board of Trustees recessed for a short period of time to honor the outgoing and incoming Presidents and Clerks. RECESS

A.11 President Robles-Solis and Clerk Madrigal Lopez assumed their seats at the direction of the newly appointed President. NEW BOARD ASSUMES SEATS

President Robles-Solis recommended moving up D.6 discussion to allow public comments. The Board agreed.

A.12 The Board discussed the options of changes to the regularly scheduled Board meeting dates or times for January through December 2019.

SCHEDULE OF  
BOARD MEETINGS  
FOR 2019

On Motion by Trustee O’Leary seconded by Trustee Madrigal Lopez and carried on a roll call of 5-0 the schedule was approved as read.

(Motion# 18-60)

A.13 The Board of Trustees selected from among its members a representative to the following committees;

APPOINTMENT  
/REAPPOINTMENT OF  
BOARD  
REPRESENTATIVES  
TO DISTRICT  
COMMITTEES

- Ventura County Committee on School District Organization, to vote in the election of members to this committee.  
2017 Rep: Trustee Cordes  
2018 Appointee: Trustee Morrison

On motion by Trustee Madrigal Lopez, seconded by Trustee Cordes and carried on a roll call vote of 5-0, the Board of Trustees approved the appointment of Trustee Cordes as board representative to the Ventura County Committee on School District Organization.

(Motion #18-61)

- Budget Advisory Committee  
2017 Rep: Trustee O’Leary, Alt: Trustee Cordes  
2018 Appointee: Trustee O’Leary, Alt: Trustee Morrison

On motion by Trustee Cordes, seconded by Trustee Vega and carried on a roll call vote of 5-0, the Board of Trustees approved the appointment of Trustee O’Leary, as Board Representative and Trustee Cordes as Board Alternate to the Budget Advisory Committee.

(Motion# 18-62)

A.14 On motion by Trustee Cordes, seconded by President Robles-Solis and carried on a roll call vote of 5-0; the Board of Trustees appointed Trustee Madrigal Lopez as the Board member representative, and appointed Ms. Pam Morrison as the Retiree representative to the Oxnard School District Employee Health & Welfare Benefits Trust. Janet Penanhoat was appointed the third Trustee by virtue of her position as Assistant Superintendent, Business & Fiscal Services for Oxnard School District.

ANNUAL  
APPOINTMENT/  
REAPPOINTMENT OF  
TRUSTEES FOR THE  
OXNARD SCHOOL  
DISTRICT HEALTH  
&WELFARE BENEFITS  
TRUST

(Motion# 18-63)

B.1 Trustee Madrigal Lopez read the rules for Individual Presentations in English and Spanish.

RULES FOR  
INDIVIDUAL  
PRESENTATIONS

- Kassi Hawkins, opposed to campus assistants release.
- Rita Cambell (Susan Eskridge space), opposed to campus assistants release.
- Efrain Cazares, opposed to campus assistants release.
- Yasmin Gomez, concerned about the new Campus Supervisor position, its terms and conditions.
- Madhu Bartra, concerned about the campus assistants release.

- Ilene Poland, representative of CSEA, concerned about the Campus Assistant position changes.
- Elisa Mendoza, concerned about the Campus Assistant position changes.
- Michelle Zamudio, grandmother concerned about the Campus Assistant position changes.
- Deborah Arevalo, teacher at Mc Auliffe represented campus assistants.
- Tara Austin-Scott, teacher at Lemonwood, concerned about opening of schools during fires; need of a safety plan; expired water supply. Indicated there is lack of accountability.
- Lucy Cartagena, concerned about the Campus Assistants position changes and did not approved members of the Board working to cover positions.
- Lucas Zucker, representative of CAUSE, concerned about the Campus Assistants position changes.
- Daniel Chavez jr., concerned about the Campus Assistant position changes.
- James Davis, concerned about the Campus Assistant position changes.
- Jabbar Wofford, (3 additional minutes by Christian Vasquez) opposed to campus assistants being released. Requested grandfathering.
- Espie Medellin, Field Director for Costa y Valle Field Office. Concerned about campus assistants' situation.
- Britnee Weldman, assistant professor at Channel Island Faculty, expressed OSD's labor practices were not appropriate.
- Hector Chavez, Campus Assistant, opposed to the changes.
- Patti Quiroz, concerned about the campus assistants' situation.
- Daniel Mora, concerned about the campus assistants' situation.
- Francine Castanon, concerned about the campus assistants' situation.
- Jeremy Goldberg, concerned about the campus assistants' situation.
- AJ Valenzuela, concerned about the campus assistants' situation.
- Lucy Cartagena, concerned about the campus assistants' situation.

D.6 Dr. Jesus Vaca provided a presentation regarding the transition plan from the Campus Assistant position to the Campus Supervisor position. Under recent legislation (Assembly Bill 2160), it has been determined that part-time playground employees will be granted status as classified employees, including all rights and privileges associated with classified service under the terms of the California Education Code. Given the impending changes in the status of part-time employees, the district wishes to take steps to evaluate the needs of the District and the required qualifications and duties for permanent part-time playground employees. As a result, the District proposed to eliminate the Campus Assistant position, which will result in lack of work for all employees in the position. District staff has prepared a resolution that must be adopted to authorize the elimination of the Campus Assistant position and release of all employees in the position.

ELIMINATION OF THE CAMPUS ASSISTANT POSITION AND RELEASE OF ALL EMPLOYEES IN THE POSITION AS WELL AS THE ADOPTION OF RESOLUTION NO. 18-22

- Alex Mour, Campus Assistant position changes.
- Luz Chavez, Campus Assistant position changes.
- Lucy Cartagena, Campus Assistant position changes.

On motion by Trustee Vegas, seconded by Trustee O'Leary and carried on a roll call vote of 2-3, being President Robles-Solis and Trustees Madrigal Lopez and O'Leary the no votes; the Board of Trustees did not approve the elimination of the Campus Assistant position and the release of all employees in the position, as well as the adoption of Resolution No. 18-22, due to the change. Motion failed.

(Failed Motion # 18-64)

A.15 The Board received the December 2018 Semi-Annual Implementation Program Update for adoption at its next regular meeting. Dr. Cesar Morales, District Superintendent, introduced Mr. Ernesto Flores with CFW, who in turn introduced Mr. Greg Norman who provided an overview on some moderate changes to the Master Construct and Implementation Plan.

PRESENTATION OF THE DECEMBER 2018 SEMI-ANNUAL IMPLEMENTATION PROGRAM UPDATE AS AN ADJUSTMENT TO THE MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

The following items in the Consent Agenda were approved on motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0.

CONSENT AGENDA (Motion#18-65)

C.1 Approved the following Agreements:

(Approval of Agreements)

Enrichment:

- #18-182 with Cecilia Arredondo to provide 18 weeks of music lessons in K-5th grades at Elm School, from January 11, 2019 through June 14, 2019. Students will be engaged in music fundamentals that include interactive lecture style with music and movement, rhythm instrument use, drum circles, and recorders, in an age-appropriate and fun manner while preparing for a year-end musical performance, amount not to exceed \$4,000.00, to be paid with General Funds.
- #18-183 with Grant Escandon to provide 18 weeks of music lessons in K-5th grades at Elm School, from January 11, 2019 through June 14, 2019. Students will be engaged in music fundamentals that include interactive lecture style with music and movement, rhythm instrument use, drum circles, and recorders, in an age-appropriate and fun manner while preparing for a year-end musical performance, amount not to exceed \$4,000.00, to be paid with General Funds.
- #18-184 with Mauricio Giron to provide 18 weeks of music lessons in K-5th grades at Elm School, from January 11, 2019 through June 14, 2019. Students will be engaged in music fundamentals that include interactive lecture style with music and movement, rhythm instrument use, drum circles, and recorders, in an age-appropriate and fun manner while preparing for a year-end musical performance, amount not to exceed \$4,000.00, to be paid with General Funds.

Special Education:

- #18-177 with Dr. Michael McQuillan, OD to provide Independent Education Evaluator Services to the Special Education Services Department during the 2018-2019 academic year to complete evaluations, amount not to exceed \$2,500.00, to be paid with Special Education Funds.
- #18-178 with The Talk Team to provide Independent Education Evaluator Services to the Special Education Services Department during the 2018-2019 academic year to provide complete speech and language assessments, including record review, interviews, observations, analysis from data collected, and written reports, amount not to exceed \$9,000.00, to be paid with Special Education Funds.
- #18-179 with Aclan Behavioral Services to provide Independent Education Evaluator Services to the Special Education Services Department during the

2018-2019 academic year to complete functional behavior assessments, amount not to exceed \$17,500.00, to be paid with Special Education Funds.

Support Services:

- 18-185 with Restorative Justice Resource Center, Consultant, to provide Restorative Justice Training to Administrative Staff and Teachers in the Oxnard School District during the 2018-19 school year; amount not to exceed \$26,000.00, to be paid with Title II Funds.
- #18-186 with Mission Linen Supply to provide a full-service uniform rental program including shirts, pants, shop towels, terry cloth towels, and microfiber towels for the District Vehicle and Equipment Mechanic and Transportation Services; amount not to exceed \$5,000.00 per year, for a 3-year total of \$15,000.00, to be paid with General Funds.
- #18-187 with School Services of California to provide services regarding issues of school finance, legislation, school budgeting, general fiscal issues and the state-mandated program cost claims process. Renewal Agreement #18-187 for the 2019 calendar year; amount not to exceed \$3,860.00 annually, to be paid with General Funds.

C.2 Ratified the following Agreements:

(Ratification of Agreements)

Enrichment:

- #18-181 with Art Trek Inc. is providing lessons and activities during after school hours for students attending the K-8 schools, and the three (3) middle schools during the 2018-19 school year, amount not to exceed \$36,000.00, to be paid out of the Unrestricted General Fund.

Personnel:

- #18-180 with Pepperdine University, based on established American Dietetic Association competencies, Oxnard School District will provide Pepperdine University interns with access to appropriate resources for education including: access to kitchen facilities, Child Nutrition office, and students, in an appropriately supervised environment in which the intern can complete the required curriculum. No fiscal impact.

Special Education:

- #18-176 with Casa Pacifica School, requesting ratification for non-public school (NPS) services for Student AE021507, for the 2018-2019 school year, including extended school year. The NPS will provide a program of instruction, which is consistent with the pupil's individual educational plan as specified in the individual service agreement, amount not to exceed \$76,511.76, to be paid with Special Education Funds.

C.3 At the August 26, 2015 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #15-89 with CSDA Design Group (now and going forward known as CSDA) to provide Architectural Services to complete the design and provide construction administration services for the Marshall New Classroom Building Project (Project). Amendment No. 004 and the attached CSDA proposal dated November 27, 2018 is to extend the project's Construction Administrative Services through February 26, 2019, amount not to exceed \$16,200.00, to be paid out of the Master Construct and Implementation Funds.

(Approval of Amendment No. 004 to Agreement #15-89 for CSDA design group to provide additional architectural services for the Marshall New Classroom Building Project)



C.4 At the March 15, 2017 regularly scheduled Board Meeting, the Board of Trustees approved Agreement #16-249 with Dougherty Architects, now and going forward known as Perkins Eastman Dougherty, to provide Architectural Services to complete the design for the McKinna Elementary School Reconstruction Project. Amendment No. 001 and the attached proposal received from Perkins Eastman Dougherty is to provide additional professional services to address approval comments issued by the Department of Education after completion of the DSA approval and to incorporate additional revisions requested by the District to enhance the project. Furthermore, these services are necessary to modify the building systems of the existing Child Care Facility located in the existing campus to allow it to operate as a self-sufficient structure once the existing supporting infrastructure is demolished with the existing school buildings. The preparation of legal descriptions needed for city-required easements is also included in this Amendment No. 001, amount not to exceed \$145,260.00, to be paid out of Master Construct and Implementation Funds. (Approval of Amendment No. 001 to Agreement #16-249 for Perkins Eastman Dougherty to Provide Additional Architectural Services for the McKinna Elementary School Reconstruction Project)

C.5 The Oxnard School District Board of Trustees Facilities Implementation Plan adopted in January 2013, calls for the construction of the new classroom building at Marshall School (“Project”). The Project includes the construction of a new school building at the existing Marshall School site. During the regular board meeting of August 23, 2017, the Board of Trustees approved item C-12, the Construction Services Agreement between the Oxnard School District and Bernards for the Project. During that meeting, the inclusion of a \$345,932.00, contractor contingency was explained. Contractor Contingency Allocation No. 007 provides for the Board’s approval of two (2) items of cost agreed to in writing by the Contractor and District to be drawn from the Contractor Contingency. Contractor Contingency Allocation No. 007 will not increase contract time; amount not to exceed \$49,973.00, to be paid out of the Master Construct and Implementation Funds. (Approval of Contractor Contingency Allocation No. 007 to Construction Services Agreement #17-117 with Bernards Bros. Inc. for the Marshall New Classroom Building Project)

C.6 Approved Supplemental WAL #11S for Master Agreement #13-122 with Earth Systems Pacific; amount not to exceed \$3,600.00, to be paid out of the Master Construct and Implementation Funds. (Approval of Supplemental Work Authorization Letter #11S to Earth Systems Pacific to Provide Geotechnical Engineering Services and Materials Inspection and Testing Services during Construction for the Kinder-Flex Facility at McAuliffe Elementary School)

C.7 Ratified WAL #16 for Master Agreement #13-122 with Earth Systems Southern California; amount not to exceed \$17,000.00, to be paid out of the Master Construct and Implementation Funds. (Ratification of Work Authorization Letter #16 to Earth Systems Pacific to Provide Geotechnical

C.8 Approved Change Order No. 016 to Construction Services Agreement #15-198 with Swinerton Builders, to provide Construction Services related to the Lemonwood K-8 School Reconstruction Project; amount not to exceed \$104,180.57, to be paid out of the Master Construct and Implementation Funds. The Oxnard School District (“District”) Board of Trustees (“Board”) Facilities Implementation Plan first adopted in January 2013, calls for the reconstruction of the Lemonwood K-8 School (“Project”). The Project includes the construction of new school facilities at the existing Lemonwood School site. The new facilities will provide for a complete K-8 educational program and will consist of a new combined administration and library building, a new multi-purpose room/gymnasium, a 2-story classroom building, kindergarten classroom building and playfields, hardscape and green space to service the new school. Change Order No. 016 provides for the Board’s consideration and approval of eleven change proposals.

(Approval of Change  
Order No. 016 to  
Construction Services  
Agreement #15-198 with  
Swinerton Builders to  
Adjust Costs for the  
Lemonwood K-8 School  
Reconstruction Project)

C.9 Accepted the Developer Fee Report for 2012-2013 through 2017-2018 fiscal years and adopted Resolution #18-21.

(Annual Five-Year  
Developer Fee Report  
Approval of Resolution  
#18-21)

C.10 Approved Purchase Order/ Draft Payment Report #18-05 as submitted.

(Purchase Order/Draft  
Payment Report #18-05)

C.11 Declared the attached surplus property obsolete and approved its sale and/or disposal, as permitted by California Education Code §17546.

(Disposal of Surplus  
Personal Property)

C.12 Declared the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

(Certification of  
Signatures)

C.13 Approved the establishment and increase of the positions, as presented.

(Establish /Abolish  
/Increase /Reduce Hours  
of Positions)

C.14 Approved the Personnel Actions, as presented.

(Personnel Actions)

Listed below are recommended Classified 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

(Classified)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Ambriz, Nidia M.	Paraeducator I, Position #7183 McAuliffe 4.833 hrs./183 days	11/26/2018
Ayala, Fernando	Paraeducator II, Position #8083 Special Education 5.75 hrs./183 days	11/06/2018
Monreal, Susana	Child Nutrition Worker, Position #2140 Curren 5.0 hrs./185 days	11/05/2018
Murao, Mreghan Maile B.	Library Media Technician, Position#1039 Marina West 5.0 hrs./190 days	11/05/2018
Perez, Candyce N.	Risk Management Specialist, Position #1121 Risk Management 8.0 hrs./246 days	11/26/2018
<u>Limited Term</u>		
Aldana, Alejandra M.	Clerical	11/13/2018
Arevalo, Sara	Paraeducator	11/26/2018
Avila, Andres	Custodian	11/01/2018
Ayala, Rocio A.	Child Nutrition Worker	10/30/2018
Beltran, Rocio	Child Nutrition Worker	11/05/2018
Calderon Vidal, Nora A.	Paraeducator	10/24/2018
Cernas M., Joshua F.	Clerical	11/05/2018
De La Mora, Rosendo R.	Paraeducator	10/31/2018
Dixon, Shaherah D.	Paraeducator	11/14/2018
Flores, Dolores O.	Clerical	10/25/2018
Golemon, Sarah E.	Health Assistant	11/16/2018
Ledesma, Charlette	Paraeducator	10/22/2018
Lopez, Gloria M.	Clerical	11/01/2018
Lopez, Jorge	Custodian	11/01/2018
Marinez, Martha	Child Nutrition Worker	11/05/2018
Pereira, Karina S.	Clerical	11/08/2018
Perez, Alyssa L.	Clerical	11/06/2018
Plascencia, Mayra	Clerical	11/14/2018
<u>Exempt</u>		
De la Rosa Fernandez, Alma	Campus Assistant	10/29/2018
<u>Promotion</u>		
Mendez, Concepcion C.	District Testing & Assessment Coordinator, Position #1698 Ed. Services 8.0 hrs./246 days Language Assessment Technician, Position # 8703 English Learner Services 5.5 hrs./246 days	11/26/2018
<u>Increase in Hours</u>		
Campos, Rosa	Paraeducator I, Position #7174 Harrington, 5.17 hrs./183 days Paraeducator I, Position #7174 Special Education, 4.16 hrs./183 days	11/13/2018
Morales-Hernandez, Lorena Y.	Office Assistant II, Position #8687 San Miguel 8.0 hrs. 203days Office Assistant II, Position #8687 San Miguel 6.0 hrs. 203days	10/04/2018
Morales, Vanessa R.	Paraeducator I, Position #7176	11/12/2018
Oxnard School District Oxnard, California		12-12-2018

Kamala, 4.17 hrs./183 days  
 Paraeducator I, Position #7176  
 Kamala, 3.16 hrs./183 days

Transfer

Blake, Karen R.	Paraeducator I, Position #7190 Rose Ave. 5.33 hrs./183 days	12/03/2018
Chavez, Vincent	Paraeducator I, Position #7191 Rose Ave., 4.16 hrs./183 days Custodian, Position #23 McKinna 8.0 hrs./246 days	11/19/2018
Del Aguila, Gloria	Custodian, Position #6448 Driffill 4.0 hrs./246 days Child Nutrition Worker, Position #2247 Haydock 5.0 hrs./185 days	11/05/2018
Gutierrez, Stephanie	Child Nutrition Worker, Position #7291 Soria 3.0 hrs./185 days Speech Language Pathology Assistant, Position #9133 Special Education 8.0 hrs./183 days	11/26/2018
Marron, Cesar	Speech Language Pathology Assistant, Position #8152 Special Education 8.0 hrs./183 days Custodian, Position #6449 Lemonwood 8.0 hrs./246 days	11/19/2018
Najera, Sandra M.	Custodian, Position #1326 Ritchen 4.0 hrs./246 days Paraeducator I, Position #7189 Ritchen 4.67 hrs./183 days	12/03/2018
Ochoa, Maria J.	Paraeducator I, Position #7181 Marshall 4.16 hrs./183 days Child Nutrition Worker, Position #9246 Haydock 5.0 hrs./185 days	11/05/2018
Orejel, Luz	Child Nutrition Worker, Position #567 Haydock 5.0 hrs./185 days Paraeducator I, Position #9220 Haydock 5.75 hrs./183 days	12/03/2018
Quezada, Alicia	Paraeducator I, Position #7830 McKinna 5.00 hrs./183 days Paraeducator I, Position #9219 Special Ed. 5.75 hrs./183 days	12/03/2018
Rivera, Georgina	Paraeducator I, Position #7829 McKinna 5.0 hrs./183 days Paraeducator I, Position #9159 Lemonwood 5.67 hrs./183 days	11/26/2018
Romero, Letty	Paraeducator I, Position #7820 Lemonwood 5.5 hrs./183 days Child Nutrition Worker, Position #2838 Frank 5.0 hrs./185 days	11/05/2018
Valles, Alyssa M.	Child Nutrition Worker, Position #2221 Frank 4.0 hrs./185 days Paraeducator I, Position #7185 McKinna 5.17 hrs./183 days	12/03/2018
	Paraeducator I, Position #7195	

Vega, Lorena H.	Soria 4.16 hrs./183 days Child Nutrition Worker, Position #2768 Fremont 5.0 hrs./185 days Child Nutrition Worker, Position #7277	11/05/2018
Villalobos, Veronica	Fremont 5.0 hrs./185 days Secretary, Position #6416 Enrollment Center 8.0 hrs./246 days Intermediate School Secretary, Position #7015 Chavez 8.0 hrs./192 days	11/19/2018
<u>Return from Leave of Absence</u>		
Peralta, Ramona E.	Preschool Assistant, Position #2663 Rose Ave. 3.0 hrs./183 days	11/26/2018
<u>Leave of Absence</u>		
De La Cruz, Laura	Paraeducator II, Position #6731 Special Education 5.75 hrs./183 days	11/07/2018-06/14/2019
Vasquez, Estevan J.	Custodian, Position #2541 Fremont 4.0 hrs./246 days	10/29/2018-12/19/2018 Only Mondays
<u>Resignation</u>		
Arico, Carmen G.	Office Assistant II, Position #970 Brekke 7.0 hrs./203 days	11/01/2018
Barajas, Laura M.	Child Nutrition Worker, Position #2825 Haydock 5.0 hrs./185 days	11/16/2018
De La Hoya, Susy	Paraeducator III, Position #7241 Special Education 5.75 hrs./183 days	11/09/2018
Garcia, Maritza	Family Liaison, Position #2433 Educational Services 6.0 hrs./180 days	11/29/2018
Maldonado-Rios, Dalymar	Paraeducator II, Position #6717 Special Education 5.75 hrs./183 days	11/30/2018
Rivera, Edith D	Child Nutrition Worker, Position #2854 Ramona 5.0 hrs./185 days	11/24/2018

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. (Certificated)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New hires</u>		
Guardado, Patricia	SDC M/M Teacher	11/26/2018
Sherbetjian, Rosemarie	Speech Therapist	11/26/2018
Aspell, Sarah	Substitute Teacher	2018/2019 School Year
Bolcik, Laura	Substitute Teacher	2018/2019 School Year
Hardy, Kelly	Substitute Teacher	2018/2019 School Year
Hernandez Torres, Annabel	Substitute Teacher	2018/2019 School Year
Lone Elk, Tonetta	Substitute Teacher	2018/2019 School Year
O'Leary, David	Substitute Teacher	2018/2019 School Year
Rutland, Whitney	Substitute Teacher	2018/2019 School Year
Williams, Clifford	Substitute Teacher	2018/2019 School Year



On motion by Trustee O’Leary, seconded by Trustee Cordes and carried on a roll call vote of 5-0, the Board of Trustees accepted the Oxnard School District 2018-2019 First Interim Report (Period Ending October 31, 2018).

ENDING OCTOBER 31, 2018)  
(Motion #18-69)

APPROVAL OF MINUTES  
(Motion# 18-70)

E.1 On motion by Trustee O’Leary, seconded by Trustee Cordes and carried on a roll call vote of 5-0, the Board of Trustees approved the minutes of regular and special board meetings, as submitted:

- May 16, 2018, Regular Board Meeting
- May 23, 2018, Special Board Meeting
- June 6, 2018, Regular Board Meeting
- June 20, 2018, Regular Board Meeting
- June 27, 2018, Special Board Meeting
- July 19, 2018, Special Board Meeting
- August 8, 2018, Regular Board Meeting
- August 22, 2018, Regular Board Meeting

G.1 Dr. Cesar Morales:

SUPERINTENDENT ANNOUNCEMENTS

- Dr. Morales indicated that the decision was made to grandfather the position of Campus Assistant to Campus Supervisor; and moving forward, the District would work with the Association on the transition period.
- Expressed that every position was intended in the best interest of the employees and students, however, since the Board had spoken the District would make sure the transition is as smooth as possible.
- Reported he attended the CSBA Conference and commented that one of the highlights was Juan Soria School recognition with the Golden Ribbon Award. On the next meeting the Board would recognize Soria School for their accomplishment.
- Expressed he was looking forward to the Winter shows and activities.

G.2

Trustee Cordes:

TRUSTEES ANNOUNCEMENTS

- Reported she attended CSBA.
- Trustee Cordes indicated the meeting had been stressful and expressed her dislike for name-calling, threads and profanity and indicated that everything done was in the best interest of the students and employees.
- Reaffirmed she will always be ready to help when schools are short-handed. Particularly when students’ safety is involved.
- Wished everyone a great and restful Winter break.

Trustee Vega:

- Thanked the Board and the staff for the warm welcome at the CSBA conference.
- Reported he attended an event at Haydock. Expressed it was good to see the students and more importantly the parents.
- Expressed he is looking forward to work with the Board members.

Trustee O’Leary:

- Expressed this year he would like to emphasize academics, student achievement and wellbeing; and would like to have a discussion and vote on a labor agreement

policy project and a vote on Plaza Comunitaria. He expressed he stood by his statements of that day.

Trustee Madrigal Lopez:

- Welcomed Trustee Vega.

President Lopez-Solis:

- Thanked Trustee Cordes for her service as president during the previous year and Trustee Morrison for his service to the school district and the community during the past years.
- Expressed she would share some information she got at CSBA Conference with Dr. Ana DeGenna, Assistant Superintendent of Educational Services.
- Expressed the Board was not leaving any employee alone and that each and everyone was important.
- Indicated that the District and the CSEA needed to move forward.
- Thanked her family and the community for their support.

ANNOUNCEMENTS PRIOR TO CLOSED SESSION December 12, 2018:

After public comments on the Closed Session agenda items, the Board recessed to Closed Session to consider the following:

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9:

- ANTICIPATED LITIGATION: one (1) case
- EXISTING LITIGATIONS: two (2) cases
  - Office of Administrative Services Case # OAH No. 2018-09-0005
  - J.R. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM

Secondly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code*, Sections 54957.6 and 3549.1.

The District negotiator is the Assistant Superintendent, Human Resources & Support Services, and Garcia Hernandez & Sawhney, LLP, the employee organizations are OEA, OSSA, CSEA; and all unrepresented personnel – administrators, classified management, confidential.

Thirdly, for CONFERENCE WITH REAL PROPERTY NEGOTIATORS under *Government Code*, Section 54956.8:

Property: Parcel located on Teal Club Road, North of Teal Club Road, South of Doris Avenue; Agency Negotiators: Superintendent/Deputy Superintendent, Business & Fiscal Services/Garcia Hernandez & Sawhney, LLP/Caldwell Flores Winters, Inc.

Lastly, PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- Public Employee(s) Discipline/Dismissal/Release.
- Reassignment:

Trustees convened to closed session at 12:05 p.m. until approximately 12:30 p.m. to discuss items on the closed session agenda.



President Robles-Solis reported actions taken during closed session:

On motion by Trsutee Cordes, seconded by Trustee Vega and a roll call vote of 4-0, being Trustee O’Leary absent, the settlement for Case Office of Administrative Services Case # OAH No. 2018-09-0005 was approved. (Motion # 18-71)

The Board considered the recommendation for expulsion in the Student Matter 18-03. On motion by Trustee Cordes, seconded by Trustee Vega and a roll call vote of 4-0, being Trustee O’Leary absent, the motion was approved. (Motion # 18-72)

There being no further business, on motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 4-0, being Trustee O’Leary absent, President Robles-Solis adjourned the meeting at 12:31 p.m.

Respectfully Submitted,  
DR. CESAR MORALES

District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of December 12, 2018; on motion by Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Clerk of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

\_\_\_\_\_  
Member of the Board of Trustees

Special Board Meeting  
January 9, 2019

The Board of Trustees of the Oxnard School District met in special session at 5:07 p.m. on Wednesday, January 9, 2019 at the Educational Service Center. CALL TO ORDER

A roll call of the Board was conducted. Present were President Veronica Robles-Solis, Trustees Debra M. Cordes, Jesus Vega, and Monica Madrigal Lopez; Trustee O’Leary was absent; Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Janet Penanhoat and Dr. Ana DeGenna. Also present were Ms. Nitasha Sawhney with GHS LLP and Executive Assistant Rose Chaparro. ROLL CALL

The audience recited the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

3. On motion by Trustee Cordes, seconded by Trustee Vega, and carried on a roll call vote of 4-0, being Trustee O’Leary absent, the agenda was approved, as presented. ADOPTION OF THE AGENDA

4. Special Study Session: Master Construction Educational Program Update. SPECIAL STUDY SESSION – STATE AID PROGRAM UPDATE

There being no further business, on motion by Trustee Cordes, seconded by Trustee Madrigal Lopez, and carried on a roll call vote of 4-0, President Robles-Solis adjourned the meeting at 6: 47 p.m. ADJOURNMENT

Respectfully Submitted,  
DR. CESAR MORALES

District Superintendent and  
Secretary to the Board of Trustees

By our signature below, given on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Governing Board of the Oxnard School District approves the Minutes of the Special Board meeting of January 9, 2019; on motion of Trustee \_\_\_\_\_, seconded by Trustee \_\_\_\_\_.

Signed:

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President of the Board of Trustees

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Clerk of the Board of Trustees

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Member of the Board of Trustees

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Member of the Board of Trustees

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Member of the Board of Trustees

OSD BOARD AGENDA ITEM

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

Date of Meeting: **2/6/19**

- A. Preliminary \_\_\_\_\_  
Study Session \_\_\_\_\_  
Report \_\_\_\_\_
- B. Hearing: \_\_\_\_\_
- C. Consent Agenda \_\_\_\_\_

Agreement Category:

- \_\_\_ Academic
- \_\_\_ Enrichment
- \_\_\_ Special Education
- \_\_\_ Support Services
- \_\_\_ Personnel
- \_\_\_ Legal
- \_\_\_ Facilities

- D. Action Items \_\_\_\_\_
- E. Approval of Minutes \_\_\_\_\_
- F. Board Policies 1<sup>st</sup> Reading   X   2<sup>nd</sup> Reading \_\_\_\_\_

**SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION – Revision to BP & AR 6142.1 (DeGenna)**

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Language was added and deleted to BP & AR 6142.1 to align with the district’s regulations on Sexual Health and HIV/AIDS Prevention Instruction. The added language is indicated by *italicized* font on the attached. The deleted language is indicated by *strikethrough* on the attached.

**FISCAL IMPACT:**

None

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent Educational Services that the Board of Trustees approve the revisions to BP and AR 6142.1 as outlined above.

**ADDITIONAL MATERIAL:**

BP 6142.1 (3 pages)  
AR 6142.1 (7 pages)

## **SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION**

The ~~Board of Trustees Governing Board~~ desires to provide a well-planned, integrated sequence of medically accurate and inclusive instruction on comprehensive sexual health and human immunodeficiency virus (HIV) prevention. The district's educational program shall provide students with the knowledge and skills necessary to protect them from sexually transmitted infections and unintended pregnancy and to have healthy, positive, and safe relationships and behaviors. The district's educational program shall also promote understanding of sexuality as a normal part of human development and the development of healthy attitudes and behaviors concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family.

*(cf. 5030 - Student Wellness)*

*(cf. 6142.8 - Comprehensive Health Education)*

Comprehensive sexual health education and HIV prevention education shall be offered to all students in grades 7-12, including at least once in junior high or middle school ~~and at least once in high school~~. (Education Code 51934)

The district's curriculum shall support the purposes of the California Healthy Youth Act as specified in Education Code 51930-51939, ~~be unbiased and inclusive of all students in the classroom, and be aligned with the state's content standards~~. The district shall respect the rights of parents/guardians to supervise their children's education on these subjects and to impart values regarding human sexuality to their children.

*(cf. 5141.22 - Infectious Diseases)*

*(cf. 5141.25 - Availability of Condoms)*

*(cf. 5146 - Married/Pregnant/Parenting Students)*

*(cf. 6143 - Courses of Study)*

~~The Superintendent or designee may appoint a coordinator and/or an advisory committee regarding the district's comprehensive sexual health and HIV prevention curriculum. The advisory committee shall represent a divergence of viewpoints and may participate in planning, implementing, and evaluating the district's program.~~

~~*(cf. 1220 - Citizen Advisory Committees)*~~

### **Parent/Guardian Consent**

Annually, parents/guardians shall be notified, in the manner specified in the accompanying administrative regulation, that they may request in writing that their child be excused from participating in comprehensive sexual health and HIV prevention education. Students so excused by their parents/guardians shall be given an alternative educational activity. (Education Code 51240, 51938, 51939)

**SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION** (continued)

A student shall not be subject to disciplinary action, academic penalty, or other sanction if the student's parent/guardian declines to permit the student to receive the instruction. (Education Code 51939)

*Legal Reference:*

EDUCATION CODE

220 Prohibition of discrimination

33544 Inclusion of sexual harassment and violence in health curriculum framework

48980 Notice at beginning of term

51202 Instruction in personal and public health and safety

51210.8 Health education curriculum

51225.35 Instruction in sexual harassment and violence; districts that require health education for graduation

51240 Excuse from instruction due to religious beliefs

51513 Materials containing questions about beliefs or practices

51930-51939 California Healthy Youth Act

67386 Student safety; affirmative consent standard

HEALTH AND SAFETY CODE

1255.7 Parents surrendering physical custody of a baby

PENAL CODE

243.4 Sexual battery

261.5 Unlawful sexual intercourse

271.5 Parents voluntarily surrendering custody of a baby

UNITED STATES CODE, TITLE 20

1232h Protection of student rights

7906 Sex education

*Management Resources:*

CSBA PUBLICATIONS

Promoting Healthy Relationships for Adolescents: Board Policy Considerations, Governance Brief, August 2014

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade 12, 2008

Health Framework for California Public Schools: Kindergarten through Grade 12, 2003

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Sex Education and HIV/STD Instruction:  
<http://www.cde.ca.gov/ls/he/se>

California Department of Public Health: <http://www.cdph.ca.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Safe Schools Coalition: <http://www.casafeschools.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

U.S. Food and Drug Administration: <http://www.fda.gov>

Policy  
*adopted: November 16, 2011*  
*Revised: February 20, 2019*

***OXNARD SCHOOL DISTRICT***  
*Oxnard, California*

## **SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION**

### **Definitions**

*Comprehensive sexual health education* means education regarding human development and sexuality, including education on pregnancy, contraception, and sexually transmitted infections. (Education Code 51931)

*HIV prevention education* means instruction on the nature of human immunodeficiency virus (HIV) and acquired immune deficiency syndrome (AIDS), methods of transmission, strategies to reduce the risk of HIV infection, and social and public health issues related to HIV and AIDS. (Education Code 51931)

(cf. 6142.8 - *Comprehensive Health Education*)

(cf. 6143 - *Courses of Study*)

*Age appropriate* refers to topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group. (Education Code 51931)

*Medically accurate* means verified or supported by research conducted in compliance with scientific methods and published in peer-reviewed journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, such as the federal Centers for Disease Control and Prevention, the American Public Health Association, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists. (Education Code 51931)

### **General Criteria for Instruction and Materials**

The Superintendent or designee shall ensure that the district's comprehensive sexual health and HIV prevention instruction and materials: (Education Code 51933)

1. Are age appropriate
2. Are factually and medically accurate and objective
3. Align with and support the following purposes as specified in Education Code 51930:
  - a. To provide students with the knowledge and skills necessary to protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy
  - b. To provide students with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family



**SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION** (continued)

- c. To promote understanding of sexuality as a normal part of human development
  - d. To ensure students receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end
  - e. To provide students with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors
4. Are appropriate for use with students of all races, genders, sexual orientations, and ethnic and cultural backgrounds; students with disabilities; and English learners

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 1312.3 - Uniform Complaint Procedures)*

*(cf. 6174 - Education for English Language Learners)*

5. Are available on an equal basis to a student who is an English learner, consistent with the existing curriculum and alternative options for an English learner as otherwise provided in the Education Code
6. Are accessible to students with disabilities, including, but not limited to, the provision of a modified curriculum, materials, and instruction in alternative formats and auxiliary aids
7. Do not reflect or promote bias against any person in protected categories of discrimination pursuant to Education Code 220
8. Affirmatively recognize that people have different sexual orientations and, when discussing or providing examples of relationships and couples, shall be inclusive of same-sex relationships
9. Teach students about gender, gender expression, and gender identity, and explore the harm of negative gender stereotypes
10. Encourage students to communicate with their parents/guardians and other trusted adults about human sexuality and provide the knowledge and skills necessary to do so
11. Teach the value of and prepare students to have and maintain committed relationships such as marriage
12. Provide students with knowledge and skills they need to form healthy relationships that are based on mutual respect and affection and are free from violence, coercion, and intimidation

*(cf. 5145. 3 - Nondiscrimination/Harassment)*

## **SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION** (continued)

13. Provide students with knowledge and skills for making and implementing healthy decisions about sexuality, including negotiation and refusal skills to assist students in overcoming peer pressure and using effective decision-making skills to avoid high-risk activities
14. Do not teach or promote religious doctrine

### **Components of Sexual Health and HIV Prevention Education**

The district's comprehensive sexual health education and HIV prevention education for students in grades 7-12, in addition to complying with the criteria listed above in the section "General Criteria for Instruction and Materials," shall include all of the following: (Education Code 51934)

1. Information on the nature of HIV and other sexually transmitted infections and their effects on the human body
2. Information on the manner in which HIV and other sexually transmitted infections are and are not transmitted, including information on the relative risk of infection according to specific behaviors, including sexual behaviors and injection drug use
3. Information that abstinence from sexual activity and injection drug use is the only certain way to prevent HIV and other sexually transmitted infections, and that abstinence from sexual intercourse is the only certain way to prevent unintended pregnancy

The instruction shall provide information about the value of delaying sexual activity while also providing medically accurate information on other methods of preventing HIV and other sexually transmitted infections and pregnancy.

*(cf. 5141.25 - Availability of Condoms)*

*(cf. 5146 - Married/Pregnant/Parenting Students)*

4. Information about the effectiveness and safety of all federal Food and Drug Administration (FDA) approved methods that prevent or reduce the risk of contracting HIV and other sexually \*transmitted infections, including use of antiretroviral medication, consistent with the Centers for Disease Control and Prevention
5. Information about the effectiveness and safety of reducing the risk of HIV transmission as a result of injection drug use by decreasing needle use and needle sharing

## **SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION** (continued)

6. Information about the treatment of HIV and other sexually transmitted infections, including how antiretroviral therapy can dramatically prolong the lives of many people living with HIV and reduce the likelihood of transmitting HIV to others
7. Discussion about social views on HIV and AIDS, including addressing unfounded stereotypes and myths regarding HIV and AIDS and people living with HIV

This instruction shall emphasize that successfully treated HIV-positive individuals have a normal life expectancy, all people are at some risk of contracting HIV, and that testing is the only way to know if one is HIV-positive

8. Information about local resources, how to access local resources, and students' legal rights to access local resources for sexual and reproductive health care such as testing and medical care for HIV and other sexually transmitted infections and pregnancy prevention and care, as well as local resources for assistance with sexual assault and intimate partner violence
9. Information about the effectiveness and safety of FDA-approved contraceptive methods in preventing pregnancy, including, but not limited to, emergency contraception. Instruction on pregnancy shall include an objective discussion of all legally available pregnancy outcomes, including, but not limited to:
  - a. Parenting, adoption, and abortion
  - b. Information on the law on surrendering physical custody of a minor child 72 hours of age or younger, pursuant to Health and Safety Code 1255.7 and Penal Code 271.5
  - c. The importance of prenatal care
10. Information about sexual harassment, sexual assault, adolescent relationship abuse, intimate partner violence, and sex trafficking

### **Professional Development**

The district's comprehensive sexual health education and HIV prevention education shall be provided by instructors trained in the appropriate courses who are knowledgeable of the most recent medically accurate research on human sexuality, healthy relationships, pregnancy, and HIV and other sexually transmitted infections. (Education Code 51931, 51933, 51934)

The Superintendent or designee shall cooperatively plan and conduct in-service training for all district personnel who provide HIV/AIDS prevention education, through regional planning, joint powers agreements, or contract services. (Education Code 51935)

*(cf. 4131 - Staff Development)*

## **SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION** (continued)

In developing and providing in-service training, the Superintendent or designee shall cooperate and collaborate with the teachers who provide HIV/AIDS prevention education and with the California Department of Education (CDE). (Education Code 51935)

The district shall periodically conduct in-service training to enable district personnel to learn new developments in the scientific understanding of HIV/AIDS. In-service training shall be voluntary for *district* personnel who have demonstrated expertise or received in-service training from the CDE or *federal* Centers for Disease Control and Prevention. (Education Code 51935)

The Superintendent or designee may expand HIV/AIDS in-service training to cover the topic of comprehensive sexual health education for district personnel teaching ~~comprehensive~~ sexual health education to learn new developments in the scientific understanding of sexual health. (Education Code 51935)

### **Use of Consultants or Guest Speakers**

The Superintendent or designee may contract with outside consultants *with expertise in comprehensive sexual health or HIV/AIDS prevention education*, ~~or guest speakers~~, including those who have developed multilingual curricula or curricula accessible to persons with disabilities, to deliver ~~the instruction comprehensive sexual health and HIV prevention education~~ or to provide training for district personnel. ~~All outside consultants and guest speakers shall have expertise in comprehensive sexual health education and HIV prevention education and knowledge of the most recent medically accurate research on the relevant topic(s) covered in the instruction.~~ The Superintendent or designee shall ensure that any instruction provided by an outside speaker or consultant complies with Board policy, administrative regulation, and Education Code 51930-51939. (Education Code 51933, 51934, 51936)

(*cf.* 6145.8 - Assemblies and Special Events)

### **Parent/Guardian Notification**

At the beginning of each school year or at the time of a student's enrollment, ~~the Superintendent or designee shall notify~~ parents/guardians *shall be notified* about instruction in comprehensive sexual health education and HIV/AIDS prevention education, as well as research on student health behaviors and risks, planned for the coming year. The notice shall advise parents/guardians: (Education Code 48980, 51938)

1. That written and audiovisual educational materials to be used in comprehensive sexual health and HIV/AIDS prevention education are available for inspection
2. That parents/guardians *may request in writing that* ~~have a right to excuse~~ their child *not receive* ~~from~~ comprehensive sexual health or HIV/AIDS prevention education, ~~or research on student health behaviors and risks, provided they submit their request in writing to the district~~

**SEXUAL HEALTH AND HIV/AIDS PREVENTION INSTRUCTION** (continued)

3. That parents/guardians have a right to request a copy of Education Code 51930-51939
4. Whether the comprehensive sexual health or HIV/AIDS prevention education will be taught by district personnel or outside consultants

If the district chooses to use outside consultants or to hold an assembly with guest speakers to ~~deliver~~ *teach the* comprehensive sexual health or HIV/AIDS prevention education, the notification shall include: (Education Code 51938)

- a. The date of the instruction
- b. The name of the organization or affiliation of each guest speaker
- c. Information stating the right of the parent/guardian to request a copy of Education Code 51933, 51934, ~~and 51938~~

If the arrangements for instruction by outside consultants or guest speakers are made after the beginning of the school year, the ~~Superintendent or designee~~ *district* shall notify parents/guardians by mail or another commonly used method of notification no fewer than 14 days before the instruction is given. (Education Code 51938)

*(cf. 5145.6 - Parental Notifications)*

**~~Nonapplicability to Certain Instruction or Materials~~**

~~The requirements of Education Code 51930-51939 pertaining to instructional content, teacher training, and parental notification and consent shall not apply to the following: (Education Code 51932)~~

- ~~1. A description or illustration of human reproductive organs that may appear in a textbook, adopted pursuant to law, if the textbook does not include other elements of comprehensive sexual health education or HIV prevention education~~

~~*(cf. 6142.93 - Science Instruction)*~~

- ~~2. Instruction or materials that discuss gender, gender identity, gender expression, sexual orientation, discrimination, harassment, bullying, intimidation, relationships, or family and do not discuss human reproductive organs and their functions~~

Regulation  
adopted: *November 16, 2011*  
Revised: *February 20, 2019*

***OXNARD SCHOOL DISTRICT***  
*Oxnard, California*



# OXNARD SCHOOL DISTRICT

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

## SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2019

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM)

January	16	Regular Board Meeting (Note: only ONE meeting in January)
February	6	Regular Board Meeting
	20	Regular Board Meeting
March	6	Regular Board Meeting
	20	Regular Board Meeting
April	3	Regular Board Meeting (Note: only ONE meeting in April)
May	1	Regular Board Meeting
	15	Regular Board Meeting
June	5	Regular Board Meeting
	19	Regular Board Meeting
July		District Dark – No meeting in July
August	7	Regular Board Meeting
	21	Regular Board Meeting
September	4	Regular Board Meeting
	18	Regular Board Meeting
October	9	Regular Board Meeting
	23	Regular Board Meeting
November	13	Regular Board Meeting (Note: only ONE meeting in November)
December	11	Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE meeting in December)

*The meeting schedule shown above is subject to change at any time.*

*NOTE: Changes are indicated in italics/bold.*

Spring Break: April 8 - 19, 2019

Last Day of School 2018-19: June 14, 2019

First Day of School 2019-20: August 21, 2019

Board Approved: 12-12-18

*Mission: “Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that prepares students for college and career opportunities.”*