

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

District 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 #16

REGULAR BOARD MEETING

Wednesday, May 15, 2019

5:00 p.m. – Study Sessions

Closed Session to Follow

7:00 p.m. - 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

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**Section A
PRELIMINARY**

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

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

ROLL CALL:

Cordes __, Vega __, O’Leary __, Madrigal Lopez __, Robles-Solis __

A.2 Pledge of Allegiance to the Flag

Ms. Sally Wennes, Principal at Lemonwood School, Academy of Communication, Arts and Technology, will introduce Logan Plascencia, 4th grader in Mrs. Alvear’s class who will lead the audience in the Pledge of Allegiance.

A.3 District’s Vision and Mission Statements

The District’s Vision and Mission Statements will be read in English by Guadalupe Jimenez, 7th grader in Mrs. Perez’ class, and read in Spanish by Andrea Salvador Velasco, 5th grader in Mrs. Llamas’ class.

A.4 Presentation by Lemonwood Academy of Communication, Arts & Technology

Principal Sally Wennes will provide a short presentation to the Board regarding Lemonwood School, Academy of Communication, Arts and Technology. Following the presentation President Robles-Solis will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Adoption of Agenda (Superintendent)

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Cordes __, Vega __, O’Leary __, Madrigal Lopez __, Robles-Solis __

A.6 Recognition of Cesar Chavez Art and Writing Contest Awards (DeGenna/Batista)

The Board of Trustees and the Oxnard School District administration will recognize those students who participated in the Cesar Chavez Art and Writing Contest held on Monday, April 1st, 2019 and are recipients of the award.

A.7 Adoption and Presentation of Resolution #18-34 “Better Hearing and Speech Month” May 2019 (DeGenna/Sugden)

Recognition of the month of May 2019 as “Better Hearing and Speech Month.” The American Speech-Language-Hearing Association, in conjunction with the California Speech-Language-Hearing Association, has recognized the month of May as “Better Hearing and Speech Month”. Speech/Language and Hearing Specialists in our district are recognized for their collaboration with Special Education staff, teachers, administrators and parents. In addition, they are commended for their continuous support to the education of all the children of the Oxnard School District and for their encouragement to promote good Language, Speech and Hearing skills. It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Adoption and Presentation of Resolution #18-34 as outlined above.

Moved:
Seconded:
Vote:

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 A
PRELIMINARY
(continued)

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

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

The Board will now convene in closed session to consider the items listed under Closed Session.

A.9 Closed Session

1. Pursuant to Section 54956.9 of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation: 1 case
 - Conference with Legal Counsel – Existing Litigations:
 - J.R. et. v. Oxnard School District et al. Central District No. CV-04304-JAK-FFM

2. Pursuant to Section 48916 of the *Education Code* the Board will consider student matters including:
 - Consider the Request to Expel Student(s):
 - Case No. 18-12 (Action Item)
 - Case No. 18-13 (Action Item)

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

4. 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
 - Public Employee Appointment: Superintendent
 - Reassignment, Appointment Recommendation:
 - a. Principal, K-8 (2 positions)
 - b. Principal, Middle School

A.10 Reconvene to Open Session

7:00 PM

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.11 Report Out of Closed Session

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

REMOVAL/SUSPENSION/EXPULSION OF A STUDENT (Education Code 48912; 20 U.S.C. Section 1232g):

1) Case No. 18-12 (Action Item)

Motion: _____, Second: _____

ROLL CALL VOTE:

Cordes __, Vega __, O’Leary __, Madrigal Lopez __, Robles-Solis __

2) Case No. 18-13 (Action Item)

Motion: _____, Second: _____

ROLL CALL VOTE:

Cordes __, Vega __, O’Leary __, Madrigal Lopez __, Robles-Solis __

A.12 Recognition of Students - Oxnard School District’s Pathway to Biliteracy Awards
(DeGenna/Fox)

The State Seal of Biliteracy, codified in California Education Code sections 51460-51464, provides recognition to high school students who have demonstrated proficiency in speaking, reading, and writing in one or more languages in addition to English. In an effort to support the Oxnard School District students towards achieving The Seal of Biliteracy, OSD has established a Pathway Towards Biliteracy Award. The Pathway Towards Biliteracy Award will celebrate students in 5th grade and in 8th grade who have met the established criteria demonstrating progress towards biliteracy. It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Dual Language Immersion that the Board of Trustees accept this item as presented.

A.13 Presentation – Oxnard School District Teacher Pathway Program (Vaca)

The Assistant Superintendent, Human Resources & Support Services will present to the board on the Oxnard School District Teacher Pathway program.

A.14 Presentation – After School Program and Summer School 2019 (DeGenna/Shea)

The Manager Special Programs and Services will present to the board on the expanded learning programs provided to Oxnard students and families. The presentation will included brief content and success of Going to High School and Beyond parent workshops, a review of the Summer 2019 program and update on the After School Education and Safety program.

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)

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. Public Comment shall be limited to a total of fifteen (15) minutes per subject, with a maximum of three (3) minutes per speaker.

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

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. Los comentarios del público estarán limitados a un total de quince (15) minutos por tema, y un máximo de tres (3) minutos por persona.

B.2 Conduct Public Hearing re: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2019-2020 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

In accordance with Article 23, Term, of the current collective bargaining agreement between the Oxnard Support Services Association (OSSA) and the Oxnard School District (District), the District and OSSA would like to enter into contract negotiations for the 2019-2020 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate the items listed below:

- Article 4 Payroll Deductions
- Article 7 Assignment of Unit Members
- Article 8 Student Ratio
- Article 9 Evaluations
- Article 11 Leave Provisions: Disaster Leave
- Article 16 Salaries
- Article 17 Professional Growth
- Article 18 Fringe Benefits
- Article 23 Term

Following this public hearing, it is the recommendation of the Assistant Superintendent of Human Resources & Support Services that the Board of Trustees authorize the District to enter into contract negotiations for the 2019-20 school year and any additional years as may be mutually agreed upon by the parties.

Motion: _____, Second: _____

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 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.I Agreements

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

Academic:

- Agreement/MOU #18-235 with Kyle's Cartoon Platoon to provide two (2) student assemblies for students at Harrington School on June 6, 2019; amount not to exceed \$897.00, to be paid with Harrington PTA funds. DeGenna/
Cordes

Special Education:

- #18-231 with DrumBus, LLC to provide hands-on musical activities for Special Education students in Oxnard School District with the specific goals of increasing communication skills and students' personal wellness, reducing social friction in school communities, and providing opportunities for artistic expressions, personal creativity, empathy, awareness of others, and the development of leadership skills; amount not to exceed \$6,935.00, to be paid with Special Education Funds. DeGenna/
Sugden
- #18-232 with Art Trek Inc. to work with the Special Education Department to provide Art Trek Site Instructors for grades K-8 for four weeks, amount not to exceed \$16,320.00, to be paid with Special Education ESY. DeGenna/
Sugden
- #19-10 with Action Preparedness Training to provide CPR training and First Aid training to Special Education teachers and support staff as needed for the 2019-2020 school; amount not to exceed \$4,500.00, to be paid with Special Education funds. DeGenna/
Sugden

Support Services

- #18-233 with Teachers Test Prep Inc. to assist Oxnard School District Classified employees, who are pursuing their teaching credential, in passing their credentialing exams by improving their mastery of the subject matter on which they will be tested, i.e. CBEST and CSET. Participating employees will have six months of access to videos containing content knowledge of the specific tests, virtual tutoring, and test preparation materials such as practice tests and diagnostics. The District will purchase fifteen (15) California Basic Educational Skills Test (CBEST) and ten (10) California Subject Examinations for Teachers (CSET) Multiple Subject Core Plus online test preparation packages; amount not to exceed \$4,000.00, to be paid from the General Fund. Vaca

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

C.1 Agreements (continued)

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

Support Services:

- #19-08 with Terra Firma Enterprises to provide reunification exercises will be brought to each of the 21 school sites in two phases over the next two years. For the first phase of this project, ten schools will be selected. The remaining schools will be completed in the 2020-2021 fiscal year under a new agreement, amount not to exceed \$37,000.00, to be paid with Safety Credits. Vaca/
Magana
- #19-09 with Action Preparedness Training to provide CPR training and First Aid training to teachers and support staff as needed for the 2019-2020 school year; amount not to exceed \$4,500.00, to be paid from the General Fund. DeGenna/
Ridge
- #19-11 with Diane Turini-Mize, LMFT, SEP to assess and treat students whose inappropriate school behavior affects his/her classroom learning. Her extensive training in complex trauma resolution addresses those classroom behaviors which impact the student's academic achievement and the learning of others; amount not to exceed \$92,000.00, to paid with MAA funds. DeGenna/
Ridge

C.2 Ratification of Agreements

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

Special Education:

- Ratification of Amendment #2 to Agreement #18-175 with City Impact Inc. to provide individual and/or group therapy services, and clinical supervision to the Special Education Services Department, ratification in the amount of \$90,000.00 is required to adjust the total expected cost through the end of the agreement term. The new total agreement amount is \$180,000.00, to be paid with Special Education funds. DeGenna/
Sugden
- Amendment #1 to Agreement #18-201 with Alternative Behavior Strategies, LLC to provide 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 during the 2018-2019 academic school year. Amendment #1, in the amount of \$20,000.00, will increase the number of students receiving support through the remainder of the 2018-2019 academic school year, for a revised total agreement amount of \$50,000.00, to be paid with Special Education funds. DeGenna/
Sugden
- #18-230 with Assistance League, Non-Public School, NPS to provide 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 \$6,000.00, to be paid with Special Education funds. DeGenna/
Sugden
- #18-234 with Winsor Learning Inc. to provide an introduction to Multisensory Teaching Methodology and a detailed look at the implementation of Sonday System® 1 Reading Intervention Program. The training offers hands-on use of the materials and practical strategies to use with struggling students. Focus is on Sonday System® 1 Instructional Materials, Phonemic Awareness, Phonics, Fluency, Vocabulary, and Comprehension instruction; amount not to exceed \$11,000.00, to be paid with Special Education ESY funds. DeGenna/
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

C.3 Setting of Date for Public Hearing – Oxnard School District 2019-20 Local Control Accountability Plan (LCAP)

It is appropriate that the Board of Trustees set the date of Wednesday, June 5, 2019 in the Board Room of the Educational Service Center, for a public hearing on the Oxnard School District 2019-20 Local Control Accountability Plan (LCAP). It is the recommendation of the Assistant Superintendent Educational Services, that the Board of Trustees set the date of Wednesday, June 5, 2019 for a public hearing on the Oxnard School District 2019-20 Local Control Accountability Plan (LCAP).	Dept/School DeGenna
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C.4 Setting of Date for Public Hearing – Oxnard School District 2019-2020 Adopted Budget

It is appropriate that the Board of Trustees set the date of Wednesday, June 5, 2019, in the Board Room of the Educational Service Center, for a public hearing on the Oxnard School District 2019-20 Adopted Budget. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees set the date of Wednesday, June 5, 2019 for a public hearing on the Oxnard School District 2019-20 Adopted Budget.	Dept/School Penanhoat/ Crandall Plasencia
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C.5 Approval of Field Contract #FC-P19-04393 – California Electric Company

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the award of Field Contract #FC-P19-04393 to California Electric Company, in the amount of \$15,850.00, to be paid with Deferred Maintenance funds.	Dept/School Penanhoat/ Fateh
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C.6 Approval of Field Contract #FC-P19-04445 – EMCOR Services Mesa Energy

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the award of Field Contract #FC-P19-04445 to EMCOR Services Mesa Energy, in the amount of \$52,120.00, to be paid with Deferred Maintenance funds.	Dept/School Penanhoat/ Fateh
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C.7 Enrollment Report

District enrollment as of March 29, 2019 was 16,151. This is 439 less than the same time last year. District enrollment as of April 30, 2019 was 16,175. This is 398 less than the same time last year.	Dept/School Penanhoat
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C.8 Purchase Order/Draft Payment Report #18-09

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #18-09 as submitted.	Dept/School Penanhoat/ Franz
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C.9 2018-2019 3rd Quarter Williams VCOE Activity Report

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Risk Manager that the Board of Trustees review and accept the 2018-2019 3rd Quarter Williams VCOE Activity Report, as presented.	Dept/School Vaca/ Magaña
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C.10 Personnel Actions

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.	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 Consideration and Approval of Amendment #1 to Project Labor Agreement #15-43
with Tri-Counties Building and Construct Trades Council (Dr. Morales)***

Beginning in 2015, the Oxnard School District began a productive relationship with the Tri Counties Building and Trade Council and its affiliated Unions under a Project Labor Agreement. The relationship has been positive as the District continues to be successful with qualified contractors bidding our projects.

Public Comment:
Presentation:
Moved:
Seconded:
Board Discussion:
Vote:

As the District embarks on its new Construction Program, it is necessary and crucial to have a continued pool of qualified contractors and increase the bidding pool for all our projects. It is critical that District projects continue its pattern of having no labor or other disputes at the job sites and at the same time offer direct career opportunities for OSD students within the Trades.

This Project Labor Agreement has been updated to include the Seabridge Elementary School Construction project and to reflect what has become standard in other project labor agreements. Continuing with the Amendment for will help ensure that the District will have successful construction projects in the future years to come.

It is recommended that the Board of Trustees approve the amendment to the Project Labor Agreement.

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 D ACTION ITEMS

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

D.2 Recommendation to Begin the Process of Selecting a Name for a New School and Renaming an Existing School (Morales)

The District is beginning the planning and building process for a new District school in the Seabridge community. As the District begins planning for this new school it is also important to begin the process of selecting a name for the new school. In addition, it has come to the attention of the District that there may be an interest in re-naming Haydock Academy of Arts & Sciences.

Public Comment:
Presentation:
Moved:
Seconded:
Board Discussion:
Vote:

The school naming and renaming process is governed by Board Policy 7310 and California Education Code Section 35160.

The District administration is recommending the following steps for considering school names:

1. New School Name/Seabridge
 - a. Create a Board and Citizen committee to solicit input from District stakeholders. (The Board Policy recommends appointment of citizen oversight committee)
 - b. Create community survey
 - c. Report to the Board on community input
 - d. Committee recommends 3 names to the Board
 - e. Board selects final name
2. Possible re-naming Haydock Academy of Arts & Sciences
 - a. District administration conducts study regarding current name
 - b. Board considers finding of study and makes findings to determine if new school name should be established.
 - c. If school name is to be changed then Create a Board and Citizen committee to solicit input from site and District stakeholders.
 - d. Create community survey
 - e. Report to the Board on community input
 - f. Committee recommends 3 names to the Board
 - g. Board selects final name.

It is recommended that the Board consider establishing the school name committee for the Seabridge school and direct staff to prepare a study regarding the name of Haydock Academy.

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 D
ACTION ITEMS**

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

D.3 Approval of a Speech Language Pathology Service Waiver for the 2019-2020 school year for Kristin Ladd (Dr. Vaca)

The District is recommending that the Board of Trustees approve this action item for a Speech Language Pathology Service Waiver for the 2019-2020 school year, as described under Education Code 44265.3, for Kristin Ladd to serve as a Speech Language Pathologist for the Oxnard School District in the 2019-2020 school year or until employee finishes a credential program.

Public Comment:
Presentation:
Moved:
Seconded:
Board Discussion:
Vote:

District Goal One: All students will achieve high academic standards in a nurturing, creative and technology rich learning environment that prepares students for college and career opportunities.

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Speech Language Pathology Service Waiver for the 2019-2020 school year for Kristin Ladd, as presented.

ROLL CALL:

Cordes __, Vega __, O’Leary __, Madrigal Lopez __, Robles-Solis __

D.4 Approval of Agreement #19-07 – City of Oxnard/Oxnard Police Department – SRO Services - Cost Sharing 2019-2020 through 2021-2022 (Morales/Penanhoat)

Annually the Oxnard School District partners with the City of Oxnard/Oxnard Police Department to promote safe school environments via the support of School Resource Officers (SRO’s). Agreement #19-07 provides the services of three (3) SRO’s to be shared throughout all schools in the district for the 2019/20 through 2021/22 school years. Term of Agreement: July 1, 2019 through June 30, 2022.

Public Comment:
Presentation:
Moved:
Seconded:
Board Discussion:
Vote:

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #19-07 with the City of Oxnard/Oxnard Police Department, in the amount not to exceed \$1,215,900.00 (\$405,300.00 per year, for a 3-year total of \$1,215,900.00), to be paid from School Safety 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

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

- April 24, 2019, Special Board Meeting
- May 1, 2019, Regular Board Meeting
- May 8, 2019, Special Board Meeting

Moved:
Seconded:
Vote:

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 F
BOARD POLICIES

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

F.1 Second Reading of Board Policies, Regulations and Bylaws

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

Revision AR 5125.1	Administrative Regulation Release of Directory Information	Morales
Revision BP 1113	Board Policy District and School Web Sites	Morales

Motion: _____, Second: _____

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 G
CONCLUSION**

G.1 Superintendent's Announcements (3 minutes)

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

Notes:

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

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

Notes:

G.3 ADJOURNMENT

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: 5/15/19

- Study Session: _____
Closed Session: _____
A-I. Preliminary X
A-II. Preliminary II/Reports _____
B. Hearing: _____
C. Consent Agenda _____

- Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities

- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Recognition of Cesar Chavez Art and Writing Contest Awards (DeGenna/Batista)

The Board of Trustees and the Oxnard School District administration will recognize those students who participated in the Cesar Chavez Art and Writing Contest held on Monday, April 1st, 2019 and are recipients of the award.

RECOMMENDATION: Informational only.

ADDITIONAL MATERIAL: None

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 5/15/19

- Study Session: _____
Closed Session: _____
A-I. Preliminary X
A-II. Preliminary II/Reports _____
B. Hearing: _____
C. Consent Agenda _____

- Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities

- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

**Adoption and Presentation of Resolution #18-34 “Better Hearing and Speech Month” May 2019
(DeGenna/Sugden)**

Recognition of the month of May 2019 as “Better Hearing and Speech Month”

The American Speech-Language-Hearing Association, in conjunction with the California Speech-Language-Hearing Association, has recognized the month of May as “Better Hearing and Speech Month”. Speech/Language and Hearing Specialists in our district are recognized for their collaboration with Special Education staff, teachers, administrators and parents. In addition, they are commended for their continuous support to the education of all the children of the Oxnard School District and for their encouragement to promote good Language, Speech and Hearing skills.

RECOMMENDATION: It is the recommendation of the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve the Adoption and Presentation of Resolution #18-34 as outlined above.

ADDITIONAL MATERIAL: Resolution #18-34 (1 page)



**RESOLUTION NO. 18-34
OXNARD SCHOOL DISTRICT
BOARD OF TRUSTEES**

Better Hearing and Speech Month 2019
“Communication Across the Lifespan”

WHEREAS, May is “Better Hearing and Speech Month”; and

WHEREAS, throughout this month, the American Speech-Language-Hearing Association, in conjunction with the California Speech-Language-Hearing Association, will celebrate May as “Better Hearing and Speech Month”; and

WHEREAS, the American Speech-Language-Hearing Association is the national professional, scientific, and credentialing association for more than 204,000 audiologists, and speech-language specialists; and

WHEREAS, the American Speech-Language-Hearing Association celebrates its 92nd anniversary years of quality and dedication to the identification, treatment and prevention of communication disorders; and

WHEREAS, each and every day, Speech/Language specialists in school districts throughout Ventura County work in partnership with teachers, administrators, and parents to support student education and encourage and promote good speech, language and hearing skills;

NOW, THEREFORE BE IT RESOLVED that the Board of Trustees of the Oxnard School District joins other community leaders, the American Speech-Language-Hearing Association and the California Speech-Language-Hearing Association in celebrating the month of May 2019 as “Better Hearing and Speech Month,” and expresses appreciation to all members of the district’s Speech/Language staff for the important services they provide to our students.

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

Adopted this 15th day of May 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: 5/15/19

- Study Session: _____
Closed Session: _____
A-I. Preliminary _____
A-II. Preliminary II/Reports X
B. Hearing: _____
C. Consent Agenda _____

Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities

- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Recognition of Students – Oxnard School District’s Pathway to Biliteracy Awards (DeGenna/Fox)

The State Seal of Biliteracy, codified in California Education Code sections 51460-51464, provides recognition to high school students who have demonstrated proficiency in speaking, reading, and writing in one or more languages in addition to English. In an effort to support the Oxnard School District students towards achieving The Seal of Biliteracy, OSD has established a **Pathway Towards Biliteracy Award**. The **Pathway Towards Biliteracy Award** will celebrate students in 5th grade and in 8th grade who have met the established criteria demonstrating progress towards biliteracy.

RECOMMENDATION: It is the recommendation of the Assistant Superintendent, Educational Services and the Director of Dual Language Immersion that the Board of Trustees accept this item as presented.

ADDITIONAL MATERIAL: None

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **May 15, 2019**

- A. Preliminary _____
Study Session _____
Report X
- 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 1st Reading _____ 2nd Reading _____

Teacher Pathway Program Presentation (Vaca)

This presentation will provide an overview of the Certificated Human Resources departmental initiatives to encourage, recruit, and support outstanding bilingual and special education teacher candidates that will provide exceptional instruction to Oxnard School District students. The following initiatives were designed and/or selected to support participating teacher candidates holistically in their journey towards successful completion of a credential program:

- The Oxnard School District Teacher Pathway Program
- Partnerships with local universities and colleges
- Test Preparation Program for OSD Classified Employees
- Bilingual Residency Program in partnership with California State University, Channel Islands (CSUCI) and the Rio School District
- Teacher candidate advisement and professional development

FISCAL IMPACT:

None

RECOMMENDATION:

Informational only.

ADDITIONAL MATERIAL(S):

- Power Point (nine pages)



Oxnard School District, Bilingual and Special Education Teacher Initiative

Wednesday, May 15, 2019

“Strong leadership in schools results from the participation of many people, each leading in his or her own way”.

G. Donaldson

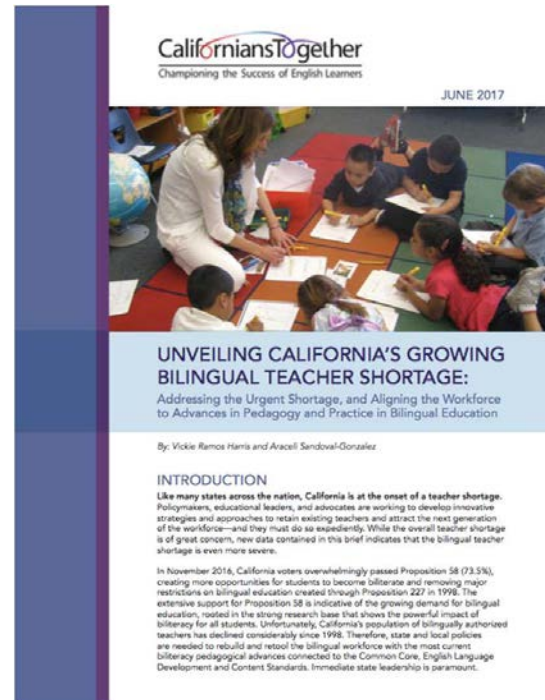
Program Objective

To recruit and support outstanding Bilingual and Special Education teacher candidates that will provide exceptional instruction to our students.



With the Passage of Proposition 58 Bilingual Teacher Shortages Are Growing

More than 50% of districts surveyed in Spring 2017 reported a shortage of bilingual teachers.



Special Education New Hires, 2017-2019

2017-2018

- Mild/Mod, 8
- Mod/Sev, 6
- Preschool, 1
- Visually Impaired, 1

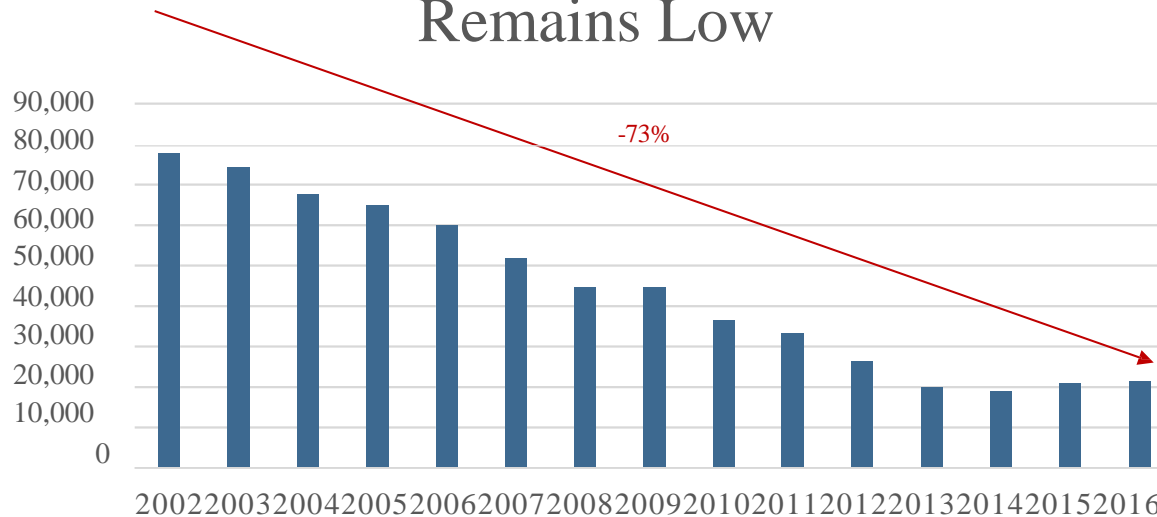
2018-2019

- Mild/Mod, 18
- Mod/Sev, 5
- DHH, 1



Teacher preparation enrollments are down 73%

Enrollment in Teacher Preparation Programs, While Increasing, Remains Low



Teacher Turnover Has Costs

1. How many teachers left your school or district?

Enter a Number

Let Us Help You

Enter the number of teachers who left last year

Don't know? Use the tab above to let us help you calculate an estimate.



2. What's the cost of replacing a teacher?

Use the slider to estimate the cost of replacing a teacher in YOUR school or district. As you think about the costs, remember to factor in all expenses and person hours related to processing a teacher's exit, as well as costs to recruit, hire, and train new teachers. [Read more.](#)

Enter the cost of replacing a teacher for your school or district



Don't know? Use one of our [district estimates](#):

- Rural District Suburban District Urban District

Estimated Cost of Turnover *

\$8,400,000

Cutting turnover in half would save

\$4,200,000

* Teacher turnover is costly, and not just in dollars. Studies show that student achievement suffers in schools with high turnover.

Source: Learning Policy Institute, What's the Cost of Teacher Turnover?
<https://learningpolicyinstitute.org/product/the-cost-of-teacher-turnover>

Recent State Investments to Address Teacher Shortages

- California Classified Staff Teacher Credentialing Program: \$45M (2016, 2017)
- Integrated Teacher Preparation Program Grant: \$10M for grants to IHEs to develop or expand 4-year teacher preparation programs (2016)
- California Center on Teaching Careers: \$5M to recruit new teacher candidates (2016)
- Bilingual Professional Development Program: \$5M (2017)
- CalED Grant Program: \$2.7M for teacher recruitment & retention, \$6.5M school leader development (2017)
- Special Education Local Solutions Grant Program: \$50M (2018)
- **Teacher Residency Grant Program: \$75M for teacher residencies (\$50M special ed, \$25M STEM/bilingual) (2018)**

OSD Human Resources Initiatives

- Oxnard Teacher Pathway Program
- Have developed Partnerships with local Universities and Colleges
- Test Preparation Program
- Bilingual Residency Program, in partnership with California State University Channel Islands and Rio School District
- Teacher candidate advisement and professional development

Q & A



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 5/15/19

- Study Session: X
Closed Session: _____
A-I. Preliminary _____
A-II. PreliminaryII/Reports _____
B. Hearing: _____
C. Consent Agenda _____ Agreement Category:
 _____ Academic
 _____ Enrichment
 _____ Special Education
 _____ Support Services
 _____ Personnel
 _____ Legal
 _____ Facilities
D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Presentation – After School Program and Summer School 2019 (DeGenna/Shea)

The Manager Special Programs and Services will present to the board on the expanded learning programs provided to Oxnard students and families. The presentation will included brief content and success of Going to High School and Beyond parent workshops, a review of the Summer 2019 program and update on the After School Education and Safety program.

FISCAL IMPACT: None

RECOMMENDATION: Informational only.

ADDITIONAL MATERIAL: None

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **May 15, 2019**

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

Conduct Public Hearing re: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District's (District) Initial Proposals for 2019-2020 Negotiations, Pursuant to Government Code Section 3547 (Vaca)

In accordance with Article 23, Term, of the current collective bargaining agreement between the Oxnard Support Services Association (OSSA) and the Oxnard School District (District), the District and OSSA would like to enter into contract negotiations for the 2019-2020 school year and any additional years as may be mutually agreed upon by the parties. The proposals must have a public hearing before the parties meet to negotiate the items listed below:

- Article 4 Payroll Deductions
- Article 7 Assignment of Unit Members
- Article 8 Student Ratio
- Article 9 Evaluations
- Article 11 Leave Provisions: Disaster Leave
- Article 16 Salaries
- Article 17 Professional Growth
- Article 18 Fringe Benefits
- Article 23 Term

FISCAL IMPACT:

None

RECOMMENDATION:

Following this public hearing, it is the recommendation of the Assistant Superintendent of Human Resources & Support Services that the Board of Trustees authorize the District to enter into contract negotiations for the 2019-20 school year and any additional years as may be mutually agreed upon by the parties.

ADDITIONAL MATERIAL(S):

- Letter to Board of Trustees President dated 4/12/19 (one page)
- Letter to Ossa President dated 4/12/19 (one page)
- District's Initial Bargaining Proposals to Ossa for 2019-20 (one page)
- Letter dated 2/20/19 from Ossa President to the District (two pages)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

April 12, 2019

Veronica Robles-Solis, President
Board of Trustees
Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of OSSA and District Initial Proposals, 2019-20

Dear President Robles-Solis,

In accordance with Article 23, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2019-2020 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with OSSA continuing the use of the Interest Based Problem Solving method, during negotiations, to address issues that arise by either party. The District's negotiating team will include:

Dr. Jesus Vaca, Assistant Superintendent and Lead Negotiator
Janet Penanhoat, Assistant Superintendent, Business Services
Dr. Edd Bond, Director, Certificated HR
Bertha Anguiano, Principal
Chris Ridge, Director, Pupil Services
Amelia Sugden, Director, Special Education

Pursuant to Article 23, Term, in the current District/OSSA bargaining agreement, the current agreement expires on June 30, 2019. The District plans to negotiate Article 9 (Evaluations), Article 16 (Salaries), Article 18 (Fringe Benefits), and Article 23 (Term).

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The notice to set the public hearing will be on the May 1, 2019 Board agenda and the Public Hearing is to be scheduled for May 15, 2019. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

Sincerely,

DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • www.oxnardsd.org

April 12, 2019

Ms. Brenda Muth
Oxnard Supportive Services Association President
c/o Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of OSSA and District Initial Proposals, 2019-20

Dear Ms. Muth,

In accordance with Article 23, Term, of the current collective bargaining agreement between the Oxnard Supportive Services Association (OSSA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2019-2020 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with OSSA and continuing the use of the Interest Based Problem Solving method, during negotiations to address issues that arise by either party. The District negotiating team will include:

Dr. Jesus Vaca, Assistant Superintendent and Lead Negotiator
Janet Penanhoat, Assistant Superintendent, Business Services
Dr. Edd Bond, Director, HR
Bertha Anguiano, Principal
Chris Ridge, Director, Pupil Services
Amelia Sugden, Director, Special Education

Pursuant to Article 23, Term, in the current District/OSSA bargaining agreement, the current agreement expires on June 30, 2019. The District plans to negotiate Article 9 (Evaluations), Article 16 (Salaries), Article 18 (Fringe Benefits), and Article 23 (Term).

Pursuant to the provisions of Government Code Section 3547, the District is submitting its intent to meet the public notice provision of the Educational Employment Relations Act. The notice to set the public hearing will be on the May 1, 2019 board meeting agenda and the Public Hearing is to be scheduled for May 15, 2019. Upon completion of the public notice provisions, the District looks forward to initiating a good faith bargaining effort with OSSA and continuing the use of the Interest Based Problem Solving approach to discuss these articles.

Sincerely,

DR. JESUS VACA
Assistant Superintendent
Human Resources and Support Services

JV/pp

Enclosure



OXNARD SCHOOL DISTRICT

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Oxnard School District
Initial Sunshine Proposals to the
Oxnard Supportive Services Association
2019-2020

Interest Based Problem Solving Proposals

The District seeks to discuss and solve issues relating to a variety of District and OSSA practices. The following contract articles are proposed for discussion:

Article 9 Evaluations

- The District seeks to enter into discussions regarding OSSA Evaluations.

Article 16 Salaries

- The District seeks to enter into discussions regarding OSSA Salaries.

Article 18 Fringe Benefits

- The District seeks to enter into discussions regarding OSSA Fringe Benefits.

Article 23 Term

- The District seeks to enter into discussions regarding OSSA Term.



February 20, 2019

Dr. Jesus Vaca

Assistant Superintendent of Human Resources

Oxnard School District

Dear Dr. Vaca,

In accordance with Article 22- Term of the current collective bargaining agreement between the Oxnard School District and the Oxnard Supportive Services Association, and pursuant to the Educational Employment Relations Act (EERA), the Association is pleased to inform you of our intent to enter into contract negotiations with the Oxnard School District for the 2019-2020 contract year. OSSA is respectfully requesting to meet and negotiate collaboratively with the District and IBB Facilitator Bridgette Bodine.

The Association is looking forward to the continuing implementation of Interest Based Bargaining (IBB) process during negotiations and we are committed to the utilization of a bargaining process that maximizes our opportunity for creative and positive solutions to our mutual problems. We are further committed to problem solving in ways which value the contributions of the negotiators and support one another in finding ways to improve the lives of our mutual constituencies including students, parents, staff and the Oxnard community. The members of the OSSA negotiating team are: Brenda Muth, Shiri Hermesh, Steve Tobey, Lauren Kaprielian, Annette Murguia, Monica Garcia and Irene Zavala.

The Association seeks to open the following articles:

Article 4 – Payroll Deductions

Article 7 – Assignments - The Association seeks discussion regarding Assignment procedures.

Article 8 – Student Ratio - The Association seeks discussion regarding Student Ratios.

Article 9 – Evaluations

Article 11 – Disaster Leave

Article 16 – Salaries

Article 17 – Professional Growth

Article 23 – Term

Sincerely,

Brenda Muth, President

Oxnard Support Services Association

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: 5/15/19

- 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 **1st Reading** _____ **2nd Reading** _____

Approval of Agreement/MOU #18-235 – Kyle’s Cartoon Platoon (DeGenna/Cordes)

Kyle’s Cartoon Platoon will provide two (2) student assemblies for students at Harrington School on June 6, 2019.

FISCAL IMPACT:

Not to Exceed \$897.00 – Harrington PTA

RECOMMENDATION:

It is the recommendation of the Principal, Harrington School, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #18-235 with Kyle’s Cartoon Platoon.

ADDITIONAL MATERIAL(S):

Attached: Agreement/MOU #18-235, Kyle’s Cartoon Platoon (1 Page)

**AGREEMENT/MEMORANDUM OF UNDERSTANDING #18-235
BETWEEN KYLE'S CARTOON PLATOON AND OXNARD SCHOOL DISTRICT
FOR STUDENT ASSEMBLIES**

This Memorandum of Understanding (MOU) is entered into by **KYLE'S CARTOON PLATOON** and **OXNARD SCHOOL DISTRICT (OSD)** to provide student assemblies at Harrington School.

KYLE'S CARTOON PLATOON will:

1. Be contracted to provide two (2) student assemblies at the following school:

Harrington Elementary School not to exceed \$897.00
2. Name **OSD** additionally insured in the amount of (\$1,000,000 per occurrence, \$2,000,000 aggregate).
3. Provide the following services: Two (2) 48 minute, fully interactive draw along ART assemblies teaching California State Standards for Visual Arts (and even a couple Common Core Math Standards), at 8:10am and 9:00am.

OSD will:

1. Be solely responsible for making all arrangements with the Consultant including but not limited to, specified times and dates for assemblies.
2. Be solely responsible for the payment of Consultant's fee based on Invoice #005942.
3. Keep on file current liability insurance certificate verifying insurance compliance naming **OSD** as additionally insured.

This MOU covers the assemblies scheduled on June 6, 2019.

We hereby agree to this MOU and certify that agreements made herein will be honored.

Lisa A. Franz, Director, Purchasing

Date

Kyle Tiernan
Kyle's Cartoon Platoon

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: 5/15/19

- 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** 1st Reading _____ 2nd Reading _____

Approval of Agreement #18-231 – DrumBus, LLC (DeGenna/Sugden)

DrumBus, LLC will provide hands-on musical activities for Special Education students in Oxnard School District with the specific goals of increasing communication skills and students’ personal wellness, reducing social friction in school communities, and providing opportunities for artistic expressions, personal creativity, empathy, awareness of others, and the development of leadership skills.

Term of Agreement: **June 21, 2019 through July 19, 2019**

FISCAL IMPACT:

\$6,935.00 – Special Education Funds

RECOMMENDATION:

It is recommended by the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-231 with DrumBus, LLC.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-231, DrumBus, LLC (4 Pages)

OXNARD SCHOOL DISTRICT
CONSULTANT AGREEMENT #18-231

This agreement is made and entered into this 15th day of May 2019, by and between the Oxnard School District, Ventura County, California, hereinafter referred to as the “District” and DrumBus, LLC hereinafter referred to as the “Consultant”.

Name of the Consultant: DrumBus, LLC

Contact Info: Mike Liston, CEO
4842 Skycrest Circle
Salt Lake City, UT 84108
(PH) 801.243.6430
(Email) mike@drumbus.com

Tax ID: 26-4461041

Description of Services: Therapeutic drumming (see below)

Date(s) of Service: To begin June 21, 2019 and end by July 19, 2019

Site(s) Where Service is to be Performed: Oxnard School District school sites

This District agrees to compensate the consultant for services rendered as follows:

Total Compensation for Services Not to Exceed: \$6,935.00

To Be Paid as Follows: Invoiced monthly at a daily rate of \$365.00

Executive Summary

DrumBus will provide hands-on musical activities for students in the after school program in Oxnard School District with the specific goals of increasing communication skills, increasing students’ personal wellness, reducing social friction in school communities, and providing opportunities for artistic expression, personal creativity, empathy, awareness of others, and the development of leadership skills.

The DrumBus is a self-equipped mobile classroom.

The Drum Bus certifies that presenters have been fingerprinted and TB tested meeting the DOJ clearance requirements.

Drum Bus will carry insurance that conforms to the district requirements for liability, workers compensation, abuse and molestation.

The Drum Bus program will utilize the evidenced-based “Beat the Odds” curriculum from UCLA’s Center for the Healing Arts. Beat the Odds® integrates activities from group drumming and group counseling to build core social-emotional strengths such as maintaining focus and attentive listening, team building, positive risk taking, self-esteem, awareness of others, leadership, expressing feelings, managing anger/stress, empathy and gratitude. UCLA researchers have shown that Beat the Odds® can significantly reduce a spectrum of behavior problems in children, such as behaviors related to inattention, withdrawn/depression, posttraumatic stress, anxiety, attention deficit/hyperactivity, oppositional defiance, and sluggish cognitive tempo. (Ho, Tsao, Bloch, & Zeltzer, 2011)

Therapeutic drumming is perfectly suited for many of the unique social and cultural challenges of OSD because music is “the universal language.” Students can participate, contribute, and even demonstrate leadership, regardless of language or level of previous musical experience. Participation in the drumming

OXNARD SCHOOL DISTRICT
CONSULTANT AGREEMENT #18-231

activities is not precluded by test scores, language proficiency, socioeconomic status, or any other factors, and in that sense, is a fantastically level playing field. Everyone participates, all instruments provided, no experience necessary, 100% hands-on, musical education, with numerous opportunities for individual and group success. Multiculturalism and appreciation of diversity are core components of every lesson, and the instruments the students play represent a variety of cultures worldwide.

Program Overview

Total number of students: Approximately 90-120 each day in groups of 20-30 at one time.

Facilitator: DrumBus will provide one adult para educator qualified facilitator to guide the activities for students.

Frequency: 4-5 days per week from June 21, 2019 – July 19, 2019

Class sizes: 30 students or less, grouped in similar ages. Students will rotate through the DrumBus for 25-45 minutes each group. Length of time will vary according to age, attention span and school schedules.

Safety: The DrumBus will always be parked while students are on board. The bus will never travel with students on board; however, the bus meets all safety standards for school buses as described in California law.

For more information, call Mike Liston at 801.243.6430 or email mike@drumbus.com

Stipulations

Indemnification. Provider agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to 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 District, or loss or theft of such Property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

Insurance Requirements.

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

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

OXNARD SCHOOL DISTRICT
CONSULTANT AGREEMENT #18-231

- Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.
- Auto liability insurance with limits of not less than one million dollars(\$1,000,000).
- Insurance coverage should include:
 - 1. owned, non-owned and hired vehicles;
 - 2. blanket contractual;
 - 3. broad form property damage;
 - 4. products/completed operations;and
 - 5. personal injury.
- Workers' Compensation insurance as required by the laws of the State of California.
- Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.
- Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

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

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

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

- All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District
- General Liability, Automobile Liability, and Abuse/Molestation Coverages.
 - District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.
 - Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.
 - Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been

OXNARD SCHOOL DISTRICT
CONSULTANT AGREEMENT #18-231

complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

- If any Services are performed by a subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.
- Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.
- The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

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

APPROVED:

DRUMBUS, LLC:

OXNARD SCHOOL DISTRICT:

Signature

Signature

Mike Liston, CEO/Owner, DrumBus LLC

Typed Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: 5/15/19

- 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 1st Reading _____ 2nd Reading _____

Approval of Agreement #18-232 – Art Trek Inc. (DeGenna/Sugden)

Art Trek Inc. will work with the Special Education Department to provide Art Trek Site Instructors for Grades K-8th for four weeks during Extended School Year.

Term of Agreement: June 21, 2019 through July 30, 2019

FISCAL IMPACT:

Not to Exceed \$16,320.00 – Special Education ESY

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #18-232 with Art Trek Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-232, Art Trek Inc. (1 Page)

OSD AGREEMENT #18-232

ART TREK, INC.

A 501 (C) (3) non-profit organization

SUMMER 2019 AGREEMENT FOR ART SITE INSTRUCTIONAL SERVICES OXNARD ENRICHMENT FOR SPECIAL EDUCATION STUDENTS

This Agreement for Instructional Services, effective between [Oxnard School District](#), with its address at [1051 South A Street Oxnard, CA 93030](#) and [Art Trek, Inc.](#), with its principal office at [703 Rancho Conejo Blvd. Newbury Park, CA 91320](#).

[Oxnard School District](#) finds that ART TREK is willing to perform certain work described in accordance with the provisions of this Agreement. In consideration of this mutual agreement set forth herein and intending to be legally bound, the parties hereto agree as follows:

SERVICES for grades 1-8:

ART TREK shall provide the following services to your school:

- Two Art Trek Site Instructors at two schools for grades Kinder through 8th grades. Four classes will be taught three days a week for four weeks, from June 21, 2019 through July 30, 2019.

PAYMENT: Art Trek will be paid as follow

- **Program Fee for teaching-Grades K through 8:** To be paid for the classes taught. The classes run approximately 45 minutes with a 15 minute passing period to move from class to class, set up, and clean up. \$70 per class
16 classes per day x 3 days per week x 4 weeks = 192 classes @ \$70 per class totals **\$13,440.00**

- **Material Usage Fee** of \$.75 per enrolled student per project.
Based on 20 students per class
192 classes x 20 students per class = 3840 student hours
3840 student hours x .75 cents = **\$2880.00**

<u>Summer Cost</u>	
Teaching Fee	13,440.00
Materials Fee	2,880.00
TOTAL	\$ 16,320.00

INVOICING

Materials fee due by June 30, 2019.

Teaching fee to be invoiced at the end of each week of instruction.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. Venue for purposes of legal action shall be Ventura County, California.

If this Agreement meets with your approval, please sign, date, and return so we can move forward!



Nan Young- Director

April 11, 2019

Date

Lisa Franz, Dir of Purchasing

Date

OXNARD SCHOOL DISTRICT

Agreement #19-10

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 15th day of May 2019 by and between the Oxnard School District (“District”) and Action Preparedness Training (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2019** through **June 30, 2020** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Four Thousand Five Hundred Dollars (\$4,500.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
 1051 South A Street
 Oxnard, California, 93030
 Attention: Amelia Sugden
 Phone: (805) 385.1501 x2175
 Fax: (805) 487.9648

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

ACTION PREPAREDNESS TRAINING:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #19-10

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-10

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

***SEE ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #19-10

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-10

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$4,500.00 (\$50.00 per OSD staff member)

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

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

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

IV. The total compensation for the Services shall not exceed \$4,500.00 (\$50.00 per OSD staff member), as provided in Section 4 of this Agreement.

- Not Project Related
 Project #19-10

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-10

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #19-10

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #19-10

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-10

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Action Preparedness Training
951 Woodland Ave, Ojai CA 93023
(805) 340-6333

Proposal 2019-2020

April 20, 2019

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

- A.) As needed during the 2019-2020 school year.
- B.) Cost (lump sum or hourly/not to exceed-) \$50 per OSD staff member; not to exceed \$4,500

Glenda Mahon-EMT
Owner

[805] 340-6333



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

04/09/19

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

Dear Glenda C Mahon:

Enclosed is the replacement certificate of insurance that you requested.

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

Sincerely,

Customer Service

Enclosure

Dedicated To Serving The Insurance Needs of Healthcare Providers

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

Q032



Certificate of Insurance

OCCURRENCE POLICY FORM

Print Date: 4/09/2019

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0270279679 from 04/23/19 to 04/23/20 at 12:01 AM Standard Time

Named Insured and Address:

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

Program Administered by:

Healthcare Providers Service Organization
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034
1-800-982-9491
www.hpsso.com

Medical Specialty:

Basic/Intermediate EMT

Code:

80723

Insurance is provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

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

Your professional liability limits shown above include the following:

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

Coverage Extensions

Table with 5 columns: Coverage Extension, Amount, Unit, Amount, Aggregate. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Assault, Medical Payments, First Aid, Damage to Property of Others, Information Privacy (HIPAA) Fines and Penalties.

Workplace Liability

Workplace Liability Included in Professional Liability Limit shown above
Fire & Water Legal Liability Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability \$1,000,000 aggregate

Total: \$ 138.00

Base Premium \$138.00

Premium reflects Self Employed , Full Time

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

Table with 7 columns of policy form numbers: G-121500-D, G-121503-C, G-121501-C1, G-145184-A, G-147292-A, GSL15563, GSL15564, etc.

Handwritten signature of Chairman of the Board

Chairman of the Board

Handwritten signature of Secretary

Secretary

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

Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

POLICY FORMS & ENDORSEMENTS

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

COMMON POLICY FORMS & ENDORSEMENTS

<u>FORM #</u>	<u>DESCRIPTION</u>
G-121500-D	Common Policy Conditions
G-121503-C	Workplace Liability Form
G-121501-C1	Occurrence Policy Form - California
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
CNA80051	Amended Definition of Personal Injury Endorsement
CNA80052	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D04	California Cancellation and Non-Renewal
CNA81753	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011	Related Claims Endorsement
CNA79575	Exclusion of Cosmetic Procedures

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

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

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGPT is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.

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

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

Form#: G-141241-B (03/2010)

Master Policy#: 188711433

Named Insured: Glenda C Mahon

Policy#: 0270279679

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 5/15/19

- 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 1st Reading _____ 2nd Reading _____

Approval of Agreement #18-233 – Teachers Test Prep Inc. (Vaca)

Teachers Test Prep Inc. will assist Oxnard School District Classified employees, who are pursuing their teaching credential, in passing their credentialing exams by improving their mastery of the subject matter on which they will be tested, i.e. CBEST and CSET. Participating employees will have six months of access to videos containing content knowledge of the specific tests, virtual tutoring, and test preparation materials such as practice tests and diagnostics. The District will purchase fifteen (15) California Basic Educational Skills Test (CBEST) and ten (10) California Subject Examinations for Teachers (CSET) Multiple Subject Core Plus online test preparation packages.

FISCAL IMPACT:

Not to exceed \$4,000.00 – General Fund

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve Agreement #18-233 with Teacher Test Prep Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-233, Teacher Test Prep Inc. (8 Pages)
 Pricing Sheet (3 Pages)

OSD AGREEMENT #18-233

SERVICE AGREEMENT

Effective May 16, 2019, this document sets forth the agreement between Oxnard School District, a California nonprofit (“OSD”), and Teachers Test Prep, Inc., a California corporation (“TTP”), in connection with the provision of certain services by TTP to certain of OSD’s students and administrators (the “Agreement”).

I. Access to Free Diagnostics

OSD may set up an unlimited number of student accounts with TTP, which will allow these users to take any of the full-length Version 1 online practice tests currently made available by TTP to the general public.

To facilitate this access, OSD will provide a list of participating students to TTP (using a CSV template provided by TTP). This list will include each student’s first name, last name, and email address. TTP will import these users and automatically create accounts for them on the TTP website, then send each of them an email notifying them of their new account and the free practice tests and diagnostics that are available to them. This email will also include login instructions and an activation link. Each user can then configure his/her account and select a permanent password after logging in.

All multiple choice sections of these practice tests will be instantly auto-graded and the users will be able to view a diagnostic breakdown showing their strengths and weaknesses by exam domain as well as their overall likelihood of passing.

OSD administrators will also receive this same reporting on each student. This reporting will be emailed to administrators as described in Section 3 below. Using this reporting, OSD administrators can sort to see which students are doing well and who is at risk of failing, as well as the specific areas in which these students need help.

This diagnostics and reporting service will be provided completely free of charge. OSD may continue using these free diagnostics and reporting throughout the term of this Agreement, regardless of whether any paid prep programs are purchased.

OSD REPRESENTS THAT EACH STUDENT FOR WHOM AN ACCOUNT IS CREATED AS DESCRIBED ABOVE ACCEPTS TTP’S TERMS OF SERVICE AS POSTED ON ITS WEBSITE AND HAS GRANTED PERMISSION FOR OSD TO CREATE AN ACCOUNT ON THE TTP WEBSITE ON HIS/HER BEHALF AND FOR TTP TO SHARE HIS/HER PRACTICE TEST RESULTS, USAGE DATA, AND OTHER DATA WITH ADMINISTRATORS AT OSD.

II. Access to Core Plus On-Demand Online Prep

OSD will also have the option to purchase TTP's Core Plus On-Demand Online Prep ("Core Plus") for any of its students at a 50% discount off the publicly available pricing. This discount shall be calculated based on the publicly listed base price for each individual program, and may not be combined with any other discounts or coupons.

To assign this access, OSD will provide a list of students, and the specific prep programs it wishes to purchase for each of them, to TTP not more than once every two weeks.

These students will receive six months of access to all the same Core Plus online prep features as a public consumer, including TTP's Core Videos that teach the underlying content knowledge needed for each test/subtest, TTP's Smart-STEM Virtual Tutoring Videos that teach the strategy needed to apply that knowledge to the specific types of questions most likely to appear on the real exam, as well as TTP's additional practice test(s) with Advanced Diagnostics that help students focus their study time on the areas that will benefit them most.

OSD will also be eligible for TTP's same publicly-available Core Plus guarantee, which provides the choice of a full refund or extended support for each test/subtest that a qualified student does not pass after two attempts. The terms and conditions of this guarantee shall be governed by the same publicly available terms found in TTP's Terms of Service at <http://www.teacherstestprep.com/terms-of-service>, which may be amended from time to time.

III. Reporting

On a weekly basis, TTP will provide designated OSD administrators with automated CSV reports, which will be sent by email and will include the following data for each OSD user with access to free diagnostics:

- user's name
- date user's account was created
- date user last logged in
- date practice test was submitted
- percent correct on multiple choice questions on Version 1 Practice Test(s)
- likelihood of passing based on multiple choice performance
- breakdown of percent correct by domain
- *percent correct on written response(s), if applicable (but only if this live grading service is purchased separately)*

In addition to the above, TTP will also provide the following data for users with Core Plus access:

- date submitted, percent correct, likelihood of passing, and breakdown by domain for Version 2 Practice Test(s)
- percent viewed of Core Videos by test/subtest
- percent viewed of Smart-STEM Virtual Tutoring videos by test/subtest

IV. Pricing and Billing

Core Plus pricing shall be as described in Section 2 above. Should OSD wish to purchase any other services, such as live classes, one-on-one tutoring, other online prep programs, or written response grading, pricing and payment terms for these services will be as described in a separate Pricing Sheet which can be provided by TTP to OSD, and which may be amended from time to time.

Within 30 days of the end of each quarter, TTP will invoice OSD for all Core Plus programs that were assigned to students during that quarter, if any. OSD will provide full payment to TTP Net 30 from the date TTP sends this invoice.

As distinct and separate from purchases made by OSD, should students for whom OSD has created TTP accounts wish to purchase TTP prep services for themselves (instead of, or in addition to, TTP services purchased by OSD), such students shall utilize TTP's standard, publicly-available online purchase process, which requires full payment at the time of purchase, and they will receive a 15% discount on all TTP services. This 15% discount will be automatically applied at checkout, but it is required, at the time of purchase, that students be logged into the specific TTP account created for them by OSD in order to receive this discount.

V. Term and Termination

This Agreement shall commence on April 11, 2019 (the "Commencement Date") and terminate on the five (5) year anniversary of the Commencement Date, unless renewed by both parties; provided, however, that any party may terminate this Agreement: a) without cause upon thirty (30) business days written notice; and b) at any time on written notice due to failure of the other party to cure non-performance by such other party within 15 business days after notice or, if such breach cannot reasonably be cured within such 15 day period, then the breaching party's failure to cure within a reasonable period of time.

This Agreement may be renewed, should the parties wish to continue the relationship set forth herein, but such renewal will be subject to the written approval of both TTP and OSD.

VI. Limited License and No Transfer of Rights

As described herein, TTP will provide certain OSD students and administrators with access to certain of TTP's materials and/or services (the "Licensed Materials"). This access is a limited-use, non-exclusive license for authorized OSD students and administrators to access TTP's content and services through the TTP website for their own individual use. TTP retains all rights to, and ownership of, its intellectual property, and such property may not be shared, used, or distributed by OSD or its students in a manner inconsistent with this Agreement or applicable law.

OSD shall employ reasonable efforts to keep TTP's materials secure and prevent access to these materials by unauthorized users.

OSD shall not share Licensed Materials with others without TTP's written permission. OSD shall not, through OSD's use, acquire any rights with respect to the Licensed Materials, except for the License herein. TTP is the sole owner of the Licensed Materials and to all modifications, alterations, supplements and other changes thereto, and OSD does not gain any ownership interest in any of the Licensed Materials because of its use of the Licensed Materials. All rights to the Licensed Materials not specifically granted herein are reserved to TTP. OSD shall not modify or alter the Licensed Materials without TTP's prior written consent.

This License shall terminate 15 days after the delivery by either party of a notice of termination containing a description of a material breach by the other party of this License, provided such breach is not cured within 15 business days of notification of such breach, or, if such breach cannot reasonably be cured within such grace period, then provided the breaching party shall diligently pursue such cure, and in fact within a reasonable period of time effect such cure. The rights under this section may not be (i) transferred except to an entity acquiring all or substantially all of the business of OSD, or (ii) sublicensed, without the prior written consent of both parties.

VII. Indemnity and Limitation of Liability; Disclaimer of Warranties

(a) TTP shall indemnify OSD and its officers, directors, employees, and agents and hold them harmless against any and all losses, claims, damages, judgments, expenses (including, without limitation, attorneys' fees and disbursements, whether defending any third party claim or in enforcing this indemnification) and liabilities that OSD may incur in whole or in part arising out of, related to or in connection with: (i) any defects or malfunctions in or injuries or damages to a third party caused by the Licensed Materials or by the provision of any service by TTP, (ii) any Licensed Materials that do not comply with applicable law, (iii) any of the Licensed Materials' infringing the intellectual property rights of a third party, and (iv) any breach of representation, warranty or covenant by TTP herein.

(b) OSD shall indemnify TTP and its officers, directors, employees, and agents and hold them harmless against any and all losses, claims, damages, judgments, expenses (including, without limitation, attorneys' fees and disbursements, whether defending any third party claim or in enforcing this indemnification) and liabilities that TTP may incur in whole or in part arising out of, related to or in connection with: (i) any defects or malfunctions in or injuries or damages caused by any materials offered by OSD (exclusive of the Licensed Materials and any other of TTP's material and services contemplated herein or offered by TTP, either directly, or indirectly, in the future) or any services offered by OSD; and (ii) any breach of representation, warranty or covenant by OSD herein.

(c) Promptly upon receipt of notice of any third party claim, demand or assessment or the commencement of any suit, action or proceeding in respect of which indemnity may be sought on account of the indemnity contained in this section, OSD shall notify in writing, within sufficient time to respond to such claim or answer or otherwise plead in such action, TTP thereof; provided, however, that failure or delay to supply such notice shall not relieve TTP of its indemnification obligation hereunder except to the extent that TTP is actually prejudiced by such failure or delay.

(d) Under no circumstances shall either party hereto be liable to the other party hereto or, hereunder, any other person or entity, for any indirect, incidental, special or consequential damages, expenses, costs, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of or related to any services provided or not provided by a party hereto. Each party hereto agrees that in the event the other party hereto is in breach of this Agreement, the remedy for such liability shall be limited to an obligation of the breaching party to rectify its error or mistake under the Agreement. Under no circumstances shall TTP's maximum liability exceed the total monetary amounts paid by OSD to TTP for services under the Agreement.

(e) EXCEPT AS EXPRESSLY PROVIDED HEREUNDER, EACH PARTY HERETO AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, VENDORS, AND THE LIKE MAKE NO PROMISES, REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, OR IN CONNECTION WITH THE LICENSED MATERIALS OR ANY SERVICES OR DELIVERABLES PROVIDED IN CONNECTION THEREWITH. EACH PARTY HERETO DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. TTP MAKES NO WARRANTY WITH RESPECT TO USERS PASSING ANY EXAMINATIONS, EXCEPT WITH REGARD TO THE CORE PLUS GUARANTEE DESCRIBED IN SECTION 2.

VIII. Confidentiality

(a) In carrying out the relationship described in this Agreement, both parties acknowledge that they may be exposed to confidential information belonging to the

other party, such as intellectual property, business practices, or user data (the "Confidential Information"). Such Confidential Information is maintained by the other party as secret and confidential, of great value to the other, and that in order to protect the goodwill of the other, each party must agree, and accordingly each party does agree, that each party will not directly or indirectly for or on behalf of itself or any Person at any time divulge to any Person other than such party's professional agents on a need-to-know basis (hereinafter referred to collectively as a "third party"), or use or cause to authorize any third parties to use, any Confidential Information, or any other information received from the other party regarded as confidential and valuable by the other party that such disclosing party knows or should know is regarded as confidential and valuable by the other party (whether or not any of the foregoing information is actually novel or unique or is actually known to others). Nothing contained herein shall preclude any party hereto from complying with a subpoena or other lawful process; and the party receiving the request shall immediately notify the other party and consult and cooperate with the seeking of a protective order or other remedy to avoid such disclosure.

(b) Each party hereto agrees that any breach or threatened breach by the other party hereto of any provision of this section will, because of the unique nature of the Confidential Information entrusted to the other as aforesaid, cause irreparable harm to the other and shall entitle the other, in addition to any other legal remedies available to it, to apply to any court of competent jurisdiction to enjoin such breach or threatened breach, without the need to show irreparable injury or to post any bond, which are hereby waived by each party hereto. The parties hereto understand and intend that each restriction agreed to in this Agreement shall be construed as separable and divisible from every other restriction, and the unenforceability, in whole or in part, of any such restriction, shall not affect the enforceability of the remaining restrictions and that one or more or all of such restrictions may be enforced in whole or in part as the circumstances warrant. The parties hereto further acknowledge that each party hereto is relying upon such covenants as an inducement to enter into this Agreement. Each party hereto shall use its best efforts to cause its employees, agents and independent contractors to adhere to the provisions of this agreement and shall otherwise restrain its employees, agents and independent contractors from making any disclosure that would violate this Agreement if made directly by it.

(c) As used herein, the term "Person" means any person, corporation, limited liability company, partnership or other entity.

IX. Use of Logos, Trademarks/Service Marks and Trade Names/Service Names

OSD and TTP grant each other the right to use each other's logos, trademarks, service marks, trade names, and service names across all media, but only in connection with describing or facilitating the specific relationship set forth in this Agreement. For branding purposes, the specific logos, trademarks, service marks,

trade names, and service names used by either party will be subject to the approval of the party holding ownership.

OSD understands that the use of its logo is required, for example, to improve the user experience by posting notice for the benefit of TTP website visitors associated with OSD, who may find the TTP website on their own, that OSD has partnered with TTP to provide them special services and that they should contact their support staff at OSD in order to learn more about the TTP services to which they have access. Therefore, should OSD fail to provide TTP with an approved logo within 30 days of request by TTP, OSD hereby grants TTP permission to use its logo as it appears on OSD'S website, but only for the purposes described above.

X. Miscellaneous

(a) NO EMPLOYMENT RELATIONSHIP OR PARTNERSHIP UNDER THE LAW: This Agreement shall not create an employment relationship, nor shall it create a partnership under the law. Neither party is authorized to bind the other party in any manner not specified in this Agreement.

(b) NOTICES: All notices or other communications that are required or permitted hereunder shall be in writing and addressed as follows:

If to TTP:

Mr. Robert Duncan, Director and Chief Executive Officer
Teachers Test Prep, Inc.
169 Miller Ave., Suite A
Mill Valley, CA 94941
Email: robert.duncan@teacherstestprep.com
Fax: (800) 764-8712

If to OSD:

Dr. Jesus Vaca, Asst. Supt. HR & Support Services
Oxnard School District
1051 South A Street
Oxnard, CA 93030
Email: jvaca@oxnardsd.org

(c) SURVIVAL: The covenants contained in Sections VII and VIII and any other financial obligations accrued during the Term shall survive the Term of this Agreement.

(d) GOVERNING LAW AND ATTORNEYS' FEES: If an action or suit is brought involving this Agreement, the exclusive venue for such an action or suit shall be as follows: (i) if TTP brings suit against OSD, the exclusive venue shall Oxnard,

California (ii) if OSD brings suit against TTP, the exclusive venue shall be Los Angeles, California. This provision is intended to encourage the parties to mediate and resolve any potential disputes rather than resort to litigation. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, and performance or otherwise by the laws of the State of California. In any suit involving this Agreement, the party hereto that is the predominantly prevailing party shall be entitled to collect from the other party hereto such prevailing party's reasonable attorneys' fees and disbursements incurred in such suit.

(e) ASSIGNABILITY: This Agreement shall not be assignable other than by operation of law by any party hereto without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

(f) ENTIRE AGREEMENT; COUNTERPARTS: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may not be amended or modified except by a written instrument signed on behalf of each of the parties hereto. This Agreement may be executed in counterparts, all of which shall constitute one instrument.

By signing below, both parties agree to be bound by the terms of this Agreement.

Acknowledged & Agreed:

OXNARD SCHOOL DISTRICT

By: _____

Name: Lisa A. Franz

Title: Director, Purchasing

Date: _____

TEACHERS TEST PREP, INC.

By: _____

Name: Alex Fong

Title: Director of Operations

Date: _____

Exam	Regular Pricing	Partner Pricing	
	Core Plus	Core Plus Option 1 Partner Pays (50% Discount*)	Core Plus Option 2 User Pays (15% Discount)
CSET Science Subtest 1	\$195	\$97.50	\$165.75
CSET Social Science Subtest 1	\$145	\$72.50	\$123.25
CSET Social Science Subtest 2	\$145	\$72.50	\$123.25
CSET Social Science Subtest 3	\$145	\$72.50	\$123.25
CSET Writing Skills <i>(may be used as an alternate to the CBEST exam in specific cases)</i>	\$95	\$47.50	\$80.75
RICA	\$155	\$77.50	\$131.75
Praxis Exams:			
Praxis Core Mathematics	\$65	\$32.50	\$55.25
Praxis Core Reading	\$65	\$32.50	\$55.25
Praxis Core Writing	\$95	\$47.50	\$80.75
ParaPro Reading	\$45	\$22.50	\$38.25
ParaPro Math	\$45	\$22.50	\$38.25
ParaPro Writing	\$45	\$22.50	\$38.25
Praxis Educational Leadership: Administration and Supervision (ELAS) (5411)	\$195	\$97.50	\$165.75
<u>Praxis Elementary Education: Content Knowledge (5018)</u>			
Praxis Elem Ed C.K. Mathematics	\$65	\$32.50	\$55.25
Praxis Elem Ed C.K. Reading/Lang Arts	\$65	\$32.50	\$55.25
Praxis Elem Ed C.K. Science	\$65	\$32.50	\$55.25
Praxis Elem Ed C.K. Social Science	\$65	\$32.50	\$55.25
<u>Praxis Elementary Education: Multiple Subjects (5001-5005)</u>			
Praxis Elem Ed M.S. Mathematics	\$65	\$32.50	\$55.25
Praxis Elem Ed M.S. Reading/Lang Arts	\$65	\$32.50	\$55.25
Praxis Elem Ed M.S. Science	\$65	\$32.50	\$55.25
Praxis Elem Ed M.S. Social Studies	\$65	\$32.50	\$55.25

		Regular Pricing	Partner Pricing	
Exam		Core Plus	Core Plus Option 1 Partner Pays (50% Discount*)	Core Plus Option 2 User Pays (15% Discount)
Praxis General Science: Content Knowledge (5435)		\$195	\$97.50	\$165.75
Praxis Mathematics: Content Knowledge (5161)		\$195	\$97.50	\$165.75
Praxis Middle School: Mathematics (5169)		\$145	\$72.50	\$123.25
Praxis Social Studies: Content Knowledge (5081)		\$195	\$97.50	\$165.75
Praxis Special Education: Core Knowledge & Applications (5354)		\$145	\$72.50	\$123.25
Praxis Special Education: Core Knowledge & Mild to Moderate Applications (5543)		\$145	\$72.50	\$123.25
Praxis Principles of Learning & Teaching (PLT): Grades K-6 (5622)		\$145	\$72.50	\$123.25

** Please note that these partner discounts apply only to our standard pricing as listed here and cannot be applied with any special promotional coupons or other discounts.*

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: 5/15/19

- 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 1st Reading _____ 2nd Reading _____

Approval of Agreement #19-08 – Terra Firma Enterprises (Vaca/Magana)

Terra Firma Enterprises will design, develop and implement the following:

- An assembly drill for the District Office
- A 3-4 hour functional exercise for the District Office
- A 2-3 hour school site reunification exercise for 10 sites

The reunification exercise will be brought to each of the 21 school sites in two phases over the next two years. For the first phase of this project, ten schools will be selected. The remaining schools will be completed in the 2020-2021 fiscal year under a new agreement.

FISCAL IMPACT:

Not to exceed \$37,000.00 – Safety Credits

RECOMMENDATION:

It is recommended by the Risk Manager, and the Assistant Superintendent, Human Resources & Support Services, that the Board of Trustees approve Agreement #19-08 with Terra Firma Enterprises.

ADDITIONAL MATERIAL(S):

Attached: Agreement #19-08, Terra Firma Enterprises (13 Pages)
Proposal (4 Pages)
Certificate of Insurance (4 Pages)

OXNARD SCHOOL DISTRICT

Agreement #19-08

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 15th day of May 2019 by and between the Oxnard School District (“District”) and Terra Firma Enterprises (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2019** through **June 30, 2020** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Thirty-Seven Thousand Dollars (\$37,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Norma Magana
Phone: 805.385.1501 x2443
Fax: 805.240.5963

To Consultant: Terra Firma Enterprises
181 Westminster Avenue
Ventura, CA 93003
Attention: Wendy H. Milligan
Phone: 805.642.5232
Fax: 805.642.2883

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

TERRA FIRMA ENTERPRISES:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #19-08

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-08

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

***SEE ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #19-08

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-08

COMPENSATION

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

***SEE ATTACHED PROPOSAL**

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$0.00 per hour without written authorization from the District Superintendent or his designee.

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

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

IV. The total compensation for the Services shall not exceed \$37,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-08

INSURANCE

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

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

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

(2) Auto liability insurance with limits of not less than ~~one million dollars (\$1,000,000)~~ one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #19-08

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #19-08

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-08

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



Terra Firma Enterprises
181 Westminster Avenue
Ventura, CA 93003
805-642-5232

**OXNARD SCHOOL DISTRICT
EMERGENCY MANAGEMENT SERVICES
TECHNICAL PROPOSAL**
April 12, 2019

SCOPE OF WORK –

- **ASSEMBLY DRILL FOR DISTRICT OFFICE – (To be implemented in the Summer of 2019)**

Terra Firma Enterprises (TFE) will design, develop and implement an assembly drill for the District Office to emphasize evacuating to the Assembly Areas, roll call in the Assembly Areas, reporting status of personnel (via radio) at the Assembly Areas to the Care and Shelter Branch Director, assigning field command leads and EOC team leads. Drill will be approximately 1 – 1.5 hours. This will be a walk-through of the process rather than actually performing Disaster Medical, Search and Rescue and Building and Safety tasks.

- **EXERCISE FOR DISTRICT OFFICE – (To be implemented October 29, 2019)**

TFE will design, develop and implement a 3-4 functional exercise for OSD to evaluate and assess the District Office's coordination and communication capabilities during an event at the District Office that would require field command teams as well as an EOC team. This exercise will focus on the need for a strong field command team as well as staffing an EOC to support school sites and lead the recovery effort for the District. The field command team will focus on disaster medical, search and rescue and building and safety tasks at the District Office, while the EOC team will focus on issues related to continuity of operations for the District.

- **SCHOOL SITE REUNIFICATION EXERCISES – (To start in September 2019 and proceed until May of 2020)**

TFE will design, develop and implement a 2-3 hour school site reunification exercise that will be brought to each of the 21 school sites in the District. One exercise will be developed that will be implemented at each of the school sites. **For the first phase of this project, ten schools will be selected.** The remaining schools will be exercised the following school year. The reunification process will be completed at the school site not at an off-campus location. TFE will design and develop all of the exercise materials: scenario, instructions, flyers to go out to parents and will facilitate the exercise with three additional facilitators to offer the school site personnel guidance and evaluate school site performance. After each exercise, TFE will identify strengths and areas of improvement for the schools performance.

PARTICIPATION OF OXNARD SCHOOL DISTRICT (OSD)

The OSD will provide a Project Manager to act as a principle point of contact for information and product reviews.

PROJECT COST DETAILS

ASSEMBLY DRILL FOR DISTRICT OFFICE (1-1.5 hours duration)	
Development of Assembly Drill - TFE will design and develop a 1-1.5 hour Assembly Drill that will focus on evacuating District staff to the Assembly Areas, roll call in the Assembly Areas, reporting status of personnel (via radio) at the Assembly Areas to the Care and Shelter Branch Director, assigning field command leads and EOC team leads. The exercise will end once all assembly areas have reported in and the field command leads and EOC teams have been identified. The field teams will be identified but not officially activated.	2,000
Preparation of Facilitator, Implementation of Drill and Development of Drill Report – TFE and an additional facilitator will implement the drill and facilitate District actions. After the drill, the facilitators will compile a Drill Report document to identify successes and areas of improvement.	2,000
TOTAL COST FOR ASSEMBLY DRILL	\$4,000

FUNCTIONAL EXERCISE FOR DISTRICT OFFICE (3-4 hours duration)	
Planning Meetings – TFE will participate in planning meetings to work with the Project Manager and other key individuals as appropriate to develop all exercise materials.	500
Research, Data Collection and Scenario Development – Gather and analyze specific scenario information to develop vital exercise information to make the exercise realistic and applicable.	500
Exercise Design, Development and Support - TFE will develop all exercise documentation: Exercise Plan (Ex Plan), Master Scenario Events List (MSEL) and a Controller/Evaluator Handbook. The Ex Plan contains: Information and Instruction Sheet, Agenda and Ground Rules, Exercise Organization Chart, Scenario, Exercise Critique Sheet and reference material appropriate for the scenario. The MSEL will summarize the messages or injects that will be delivered into the District’s EOC via various employees in the field. TFE will also develop the material needed for District staff to practice Search and Rescue, Disaster Medical and Building and Safety procedures during the exercise.	3,000
Functional Exercise - TFE will direct and coordinate staff through the Functional Exercise and after exercise critique. Includes set-up, moulage of 5-6 victims and breakdown time. (Includes three additional facilitators to properly monitor the exercise).	2,500
Written Report - TFE will provide the District with an After Action Report/ Corrective Action Report incorporating critique and comments from participants and facilitators.	500
REDUCED COST DUE TO REUSING BASE MATERIALS USED IN 2019 EXPLOSION EXERCISE.	\$8,000

REUNIFICATION EXERCISE FOR SCHOOL SITES	
Development of Reunification Drill - TFE will design and develop a 3 hour Reunification Drill that will focus on evacuating to assembly area, taking roll call, setting up and implementing the Student/Parent Reunification process for a segment of the school population. TFE will develop all materials needed to implement the Drill: flyers informing parents of the drill, instruction sheets for school staff, and challenges to be introduced into the exercise.	5,000
Preparation of Facilitator, Implementation of Drill and Development of Drill Report – TFE and three additional facilitators will implement the school site drill and facilitate school site actions, if needed. After the drill, the facilitators will compile a Drill Report document to identify successes and areas of improvement. Each school site drill will cost \$2,000 to implement.	2,000
TOTAL COST FOR REUNIFICATION EXERCISE AT ONE SCHOOL SITE (Each offering of the Reunification Exercise will cost an additional \$2,000.)	\$7,000
COST TO IMPLEMENT REUNIFICATION EXERCISE AT 10 SCHOOL SITES First Phase will include 10 school sites. Second Phase will include the remaining school sites. (Cost is \$22,000)	\$25,000

SUMMARY OF ALL COSTS	
Assembly Drill for District Office	\$4,000
Functional Exercise for District Office (Revisiting previous explosion scenario)	\$8,000
Reunification Exercise for ten School Sites	\$25,000
TOTAL COSTS FOR ALL PROJECTS (Not to exceed amount)	\$37,000

TIMELINE

TFE and the District’s Project Manager will establish the schedule of performance to meet the District’s goals and objectives for the school year.

The general schedule will need to be flexible to meet the District’s scheduling parameters. Any schedule changes will need to be approved by the District Project Manager.

PAYMENT SCHEDULE

TFE will invoice the District at the beginning of each month for any hours that were worked in the previous month.

GENERAL STATEMENT OF FINANCIAL CONDITION

TFE stands on a solid financial foundation. It has no liens, or judgments pending, nor has any outstanding liabilities. TFE has sufficient resources to perform tasks as outlined.

Although TFE stands by the quality of its products, the OSD must understand that disaster preparedness is not an exact science, and the products TFE offers do not guarantee the safety of any individual, structure, or organization in a disaster. TFE assumes no liability for deaths, injuries, or property damage resulting from a disaster.

TFE holds Commercial General Liability (\$2,000,000) and Errors and Omission (\$1,000,000.) insurance policies with Atain Specialty Insurance Company and Continental Casualty Company both rated "A" (Excellent) VIII by A.M. Best.

CONSULTANT QUALIFICATIONS

Wendy Haddock Milligan of TFE brings with her over 30 years of experience in the field of emergency management. Eight of those years she spent with the Ventura County Sheriff's Department Office of Emergency Services (OES). As the Assistant Director of Ventura County Sheriff's OES, she acquired an extensive base of knowledge about the County, the cities in the County and the numerous special districts. She has met federal and state requirements with all county response plans, created a nationally recognized community disaster training program, designed and implemented numerous training exercises for private and public sectors, coordinated the response to six presidential disasters, and has recovered millions of dollars for the County in the Federal and State reimbursement process.

Not only does Wendy Haddock Milligan have years of experience in the field of emergency management, she also holds a Master's Degree in Public Administration, a certification from the International Association of Emergency Management as a Certified Emergency Manager, a Master Exercise Practitioner certification from the Federal Emergency Management Agency and a certificate as a Hazardous Materials Emergency Manager from the University of California at Davis.

Wendy has written over 60 comprehensive Emergency Operations Plan ranging from small jurisdictions to large counties and has designed and implemented over 60 exercises varying from specific drills to full-scale weapons of mass destruction exercises and has trained thousands of professionals learning more about emergency management, SEMS and NIMS.

For a complete listing of plans, trainings and exercises, refer to TFE website: www.TerraFirmaEnterprises.com.

***This quote is valid for 90-days from the date of this proposal.**

PRODUCER
 AUTO INS SPECIALISTS-CA
 PO BOX 6507
 ARTESIA, CA 90702-6507

042870 04



**AUTOMOBILE POLICY DECLARATIONS
 IMPORTANT COVERAGE EXCLUSION**

TELEPHONE:(800) 493-7879

**APPLICABLE TO ALL COVERAGES, INCLUDING BUT NOT LIMITED TO, LIABILITY
 AND UNINSURED MOTORISTS, PROVIDED NOW OR LATER.**

It is agreed that the insurance afforded by this policy shall not apply nor accrue to the benefit of any insured or any third party claimant when any motor vehicle is being used or operated by a person listed below regardless of where the person resides or whether the person is licensed to drive.

POLICY NUMBER

POLICY PERIOD

0401 04 006154461

FROM 01/04/2019 12:01AM TO 07/04/2019 12:01AM

PERSONS INSURED

NAMED INSURED

RONALD MILLIGAN

DRIVERS

RONALD MILLIGAN
 WENDY MILLIGAN
 PARKER MILLIGAN

MAILING ADDRESS 181 WESTMINSTER AVENUE
 VENTURA, CA 93003

CAR	YEAR	VEHICLE DESCRIPTION	SERIAL NUMBER	COST OR VALUE	NEW/USED	PURCH. DATE	H.P./CID
1	2009	ACURA TSX SED 4DR	JH4CU26679C024007		N	08/2009	
2	2015	KIA FORTE LX SED 4DR	KNAFK4A67F5421320		U	12/2017	
3	2016	DODGE RAM TRUCK 1500 L PKP 4X4 2D	1C6RR7PT4GS296734		U	08/2018	

CAR	LP-ALLA GA-RO	LOSS PAYEES (LP), ADDITIONAL INTERESTS (AI), LOSS PAYEES AND ADDITIONAL INTERESTS (LA), GARAGING ADDRESSES (GA) AND REGISTERED OWNERS (RO) OTHER THAN THOSE LISTED ABOVE.	PO BOX	CITY	STATE	ZIP
2	LP	CARMAX	440609	KENNESAW	GA	30160
2	RO	PARKER MILLIGAN				

Coverage applies only if premium charge is listed below. Coverage/Limits are subject to all policy terms.

COVERAGES	LIMITS OF LIABILITY			PREMIUMS			NON-FACTORY EQUIPMENT
				CAR1	CAR2	CAR3	ITEMS INSURED AND AMOUNTS OF INSURANCE FOR EACH ITEM ARE STATED HEREIN. ITEMS INSURED ARE SUBJECT TO THE DEDUCTIBLE.
BODILY INJURY LIABILITY	\$100,000	EACH PERSON	\$ 300,000	EACH ACCIDENT	130	286	111
PROPERTY DAMAGE LIABILITY	\$100,000	EACH ACCIDENT			114	242	165
UNINSURED MOTORISTS BODILY INJURY LIABILITY	\$100,000	EACH PERSON	\$ 300,000	EACH ACCIDENT	45	63	38
UNINSURED MOTORISTS PROPERTY DAMAGE LIABILITY	\$	MAXIMUM					
COLLISION DEDUCTIBLE WAIVER					2	2	2
MEDICAL EXPENSE	\$						
LEASE/LOAN GAP COVERAGE	CAR	CAR	CAR				
REPAIR OR REPLACEMENT COST COVERAGE	CAR	CAR	CAR				
COMPREHENSIVE	DEDUCTIBLE CAR1	\$500	CAR2 \$500	CAR3 \$500	21	51	33
COLLISION	DEDUCTIBLE CAR1	\$500	CAR2 \$500	CAR3 \$500	201	456	200
ROADSIDE ASSISTANCE PER OCCURRENCE	CAR1	\$75	CAR2 \$75	CAR3 \$75	2	2	2
RENTAL CAR BENEFIT	\$	PER DAY	DAYS				
ENDORSEMENTS ATTACHED TO THE POLICY				PREMIUMS PER CAR			
U-10 06/2016				515	1102	551	
				POLICY FEE			
							TOTAL PREMIUM
							2,170.64

IMPORTANT INFORMATION

EFFECTIVE 01/04/2019

The enclosed Auto Insurance Renewal Bill and the U251 IMPORTANT NOTICE are part of this policy. These specify the amount of your premium, your payment options, any applicable fees, and the due date. Your automobile insurance expires and coverage ceases at 12:01AM on 01/04/2019. Coverage under this policy will become effective provided you pay the premium and any applicable fees as indicated on the Auto Insurance Renewal Bill. If you have any questions, please contact your agent or broker at the phone number provided above.

MAILED TO:

RONALD MILLIGAN
 181 WESTMINSTER AVENUE
 VENTURA, CA 93003

POLICY NUMBER: 0401 04 006154461
 MAILING DATE : 12/04/2018

NOTICE

This policy is continuous until cancelled or nonrenewed with respect to the interest of the Loss Payee(s) or Additional Interest(s) named on the reverse side hereof.

LOSS PAYABLE ENDORSEMENT

With respect to the interest of the loss payee named on the reverse side hereof, its successors and assigns, (hereinafter called the Lien-Holder) in its capacity as conditional Vendor or Mortgagee or otherwise, in the property insured under this policy, this Company hereby agrees as follows:

1. Loss or damage, if any, to the property described in this policy shall be payable firstly to the Lien-Holder and secondly to the insured, as their interests may appear, provided nevertheless that upon demand by the Lien-Holder upon the Company for separate settlement the amount of said loss shall be paid directly to the Lien-Holder to the extent of its interest and the balance, if any, shall be payable to the insured.
2. The insurance under this policy as to the interest only of the Lien-Holder shall not be impaired in any way by any change in the title or ownership of the property or by any breach of warranty or condition of the policy, or by any omission or neglect, or by the performance of any act in violation of any terms or conditions of the policy or because of the failure to perform any act required by the terms or conditions of the policy or because of the subjection of the property to any conditions, use or operation not permitted by the policy or because of any false statement concerning this policy or the subject thereof, by the insured or the insured's employees, agents or representatives; whether occurring before or after the attachment of this agreement, or whether before or after the loss; PROVIDED, however, that the wrongful conversion, embezzlement or secretion by the Purchaser, Mortgagor, or Lessee in possession of the insured property under mortgage, conditional sale contract, lease agreement, or other contract is not covered under this policy, unless specifically insured against and premium paid therefor.
3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy, this Company agrees to give written notice to the Lien-Holder of such nonpayment of premium. The rights of the Lien-Holder under this Automobile Loss Payable Endorsement shall not be terminated before ten (10) days after the mailing of such notice.
4. If the Company elects to cancel this policy in whole or in part for nonpayment of premium, or for any other reason, the Company will forward a copy of the cancellation notice to the Lien-Holder at its office specified hereinafter concurrently with the sending of notice to the insured but in such case this policy shall continue in force for the benefit of the Lien-Holder only for ten (10) days after written notice of such cancellation. In no event, as to the interest only of the Lien-Holder, shall cancellation of any insurance under this policy covering the property described in the policy be effected at the request of the insured before ten (10) days after written notice of cancellation shall have been given to the Lien-Holder by the Company. In the event of cancellation of this policy the unearned premium shall be paid to the Lien-Holder, provided the said Lien-Holder has advanced the premium.
5. If there be any other insurance upon the within-described property, this Company shall be liable under this policy as to the Lien-Holder only for the proportion of such loss or damage that the sum hereby insured bears to the whole amount of valid and collectible insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lien-Holder, and to the extent of payment so made this Company shall be subrogated (pro rata with all other insurers contributing to said payment) to all of the Lien-Holder's rights of contribution under said other insurance.
6. Whenever this Company shall pay to the Lien-Holder any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company at its option, may pay to the Lien-Holder the whole principal sum and interest due or to become due from the insured on the obligation secured by the property insured under this policy, (with refund of all interest not accrued), and this Company shall thereupon receive a full assignment and transfer, without recourse, of said obligation and the security held as collateral thereto; but no subrogation shall impair the right of the Lien-Holder to recover the full amount of its claim.
7. The coverage granted under this policy shall continue in full force and effect as to the interest of the Lien-holder only, for a period of ten (10) days after expiration of said policy unless an acceptable policy in renewal thereof with loss thereunder payable to the Lien-Holder in accordance with the terms of this Automobile Loss Payable Endorsement shall have been issued by some insurance company and accepted by the Lien-Holder. In the event of a loss not otherwise covered during the extended ten (10) day period herein referred to, an annual policy covering the same hazards to the property insured under the original policy shall be issued and accepted by the Lien-Holder and Mortgagor.
8. Should the ownership and right of possession of any of the property covered under this policy become vested in the Lien-Holder or its agent, this policy shall continue for the term thereof for the benefit of the Lien-Holder (with all incidents of ownership of the policy) but, in such event, Paragraphs two (2), five (5), and six (6) of this Automobile Loss Payable Endorsement shall no longer apply; provided, nevertheless, all privileges and endorsements which, by reason of the printed conditions of this policy, are or may be necessary to maintain the validity of the contract, and hereby granted for a period of thirty (30) days and all notices likewise required to be given to the Company by the insured are hereby waived for a period of thirty (30) days with the exception of requirements applying at the time of or subsequent to a loss.
9. All notices herein provided to be given by the Company to the Lien-Holder in connection with this policy and this Automobile Loss Payable Endorsement shall be mailed to or delivered to the Lien-Holder at its office or branch as set forth on the reverse side hereof.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements or limitations of the above mentioned policy, other than as above stated.

U-49A (Revised)

ADDITIONAL INTEREST ENDORSEMENT


If this policy is cancelled, prior to its expiration date, ten (10) days advance notice of such cancellation will be given to the additional interest named on the reverse side. Only the bodily injury and property damage liability insurance provided by the policy, to "any other person or organization" extends to the additional interest. This does not affect the coverage provided by the policy, to any other insured.



OXNARD SCHOOL DISTRICT WORKER'S COMPENSATION INSURANCE CERTIFICATION

I, Wendy Milligan, certify that in the performance of my agreement with the Oxnard School District, Terra Firma Enterprises shall not employ any person in any manner so as to become subject to the Worker's Compensation Laws of California.

I agree that should Terra Firma Enterprises become subject to the Worker's Compensation Laws of California during the term of the agreement, I will notify the Oxnard School District and comply with those laws immediately.



Wendy Haddock Milligan
President
Terra Firma Enterprises

April 16, 2019
Date Signed

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: 5/15/19

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

Approval of Agreement #19-09 - Action Preparedness Training (DeGenna/Ridge)

Glenda C. Mahon of Action Preparedness Training will provide CPR training and First Aid training to teachers and support staff as needed for the 2019-2020 school year.

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

Term of Agreement: July 1, 2019 through June 30, 2020

FISCAL IMPACT:

The cost is \$50 per person, total amount not to exceed \$4,500.00 – 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 #19-09 with Action Preparedness Training.

ADDITIONAL MATERIAL(S):

Attached: Agreement #19-09, Action Preparedness Training (13 Pages)
Proposal (1 Page)
Certificate of Insurance (3 Pages)

OXNARD SCHOOL DISTRICT

Agreement #19-09

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 15th day of May 2019 by and between the Oxnard School District (“District”) and Action Preparedness Training (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2019** through **June 30, 2020** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Four Thousand Five Hundred Dollars (\$4,500.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Chris Ridge
Phone: (805) 385.1501 x2161
Fax: (805) 487.9648

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

ACTION PREPAREDNESS TRAINING:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #19-09

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-09

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

***SEE ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #19-09

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-09

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$4,500.00 (\$50.00 per OSD staff member)

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

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

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

IV. The total compensation for the Services shall not exceed \$4,500.00, as provided in Section 4 of this Agreement.

Not Project Related

Project #19-09

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-09

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #19-09

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #19-09

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-09

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Action Preparedness Training
951 Woodland Ave, Ojai CA 93023
(805) 340-6333

Proposal 2019-2020

April 20, 2019

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

- A.) As needed during the 2019-2020 school year.
- B.) Cost (lump sum or hourly/not to exceed-) \$50 per OSD staff member; not to exceed \$4,500

Glenda Mahon-EMT
Owner

[805] 340-6333



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

04/09/19

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

Dear Glenda C Mahon:

Enclosed is the replacement certificate of insurance that you requested.

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

Sincerely,

Customer Service

Enclosure

Dedicated To Serving The Insurance Needs of Healthcare Providers

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

Q032



Certificate of Insurance OCCURRENCE POLICY FORM

Print Date: 4/09/2019

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0270279679 from 04/23/19 to 04/23/20 at 12:01 AM Standard Time

Named Insured and Address:

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

Program Administered by:

Healthcare Providers Service Organization
1100 Virginia Drive, Suite 250
Fort Washington, PA 19034
1-800-982-9491
www.hpso.com

Medical Specialty:

Basic/Intermediate EMT

Code:

80723

Insurance is provided by:

American Casualty Company of Reading, Pennsylvania
333 S. Wabash Avenue, Chicago, IL 60604

Excludes Cosmetic Procedures

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

Your professional liability limits shown above include the following:

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

Coverage Extensions

Table with 5 columns: Coverage Extension, Amount, Unit, Amount, Aggregate. Includes License Protection, Defendant Expense Benefit, Deposition Representation, Assault, Medical Payments, First Aid, Damage to Property of Others, Information Privacy (HIPAA) Fines and Penalties.

Workplace Liability

Workplace Liability Included in Professional Liability Limit shown above
Fire & Water Legal Liability Included in the PL limit shown above subject to \$150,000 aggregate sublimit
Personal Liability \$1,000,000 aggregate

Total: \$ 138.00

Base Premium \$138.00

Premium reflects Self Employed , Full Time

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

Table with 7 columns of policy form numbers: G-121500-D, G-121503-C, G-121501-C1, G-145184-A, G-147292-A, GSL15563, GSL15564, etc.

Handwritten signature of Chairman of the Board

Handwritten signature of Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance. Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

POLICY FORMS & ENDORSEMENTS

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

COMMON POLICY FORMS & ENDORSEMENTS

<u>FORM #</u>	<u>DESCRIPTION</u>
G-121500-D	Common Policy Conditions
G-121503-C	Workplace Liability Form
G-121501-C1	Occurrence Policy Form - California
G-145184-A	Policyholder Notice - OFAC Compliance Notice
G-147292-A	Policyholder Notice - Silica, Mold & Asbestos Disclosure
GSL15563	Information Privacy Coverage Endorsement HIPAA Fines, Penalties & Notification Costs
GSL15564	Sexual Misconduct Sublimits of Liability Professional Liability & Sexual Misconduct Exclusion
GSL15565	Healthcare Providers Professional Liability Assault Coverage
GSL17101	Exclusion of Specified Activities Reuse of Parenteral Devices and Supplies
GSL13424	Services to Animals
CNA80051	Amended Definition of Personal Injury Endorsement
CNA80052	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-123846-D04	California Cancellation and Non-Renewal
CNA81753	Coverage & Cap on Losses from Certified Acts Terrorism
CNA81758	Notice - Offer of Terrorism Coverage & Disclosure of Premium
CNA82011	Related Claims Endorsement
CNA79575	Exclusion of Cosmetic Procedures

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

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

For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGPT is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.

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

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

Form#: G-141241-B (03/2010)

Master Policy#: 188711433

Named Insured: Glenda C Mahon

Policy#: 0270279679

OXNARD SCHOOL DISTRICT

Agreement #19-11

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 15th day of May 2019 by and between the Oxnard School District (“District”) and Diane Turini-Mize, LMFT, SEP (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **August 21, 2019** through **June 30, 2020** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Ninety-Two Thousand Dollars (\$92,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Chris Ridge
Phone: (805) 385.1501 x2161
Fax: (805) 487.9648

To Consultant: Diane Turini-Mize, LMFT, SEP
Marriage Family Therapist #38366
4309 Deepwell Lane
Moorpark, CA 93021
Phone: (805) 405.0718
Fax:

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

DIANE TURINI-MIZE, LMFT, SEP:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #19-11

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-11

SERVICES

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

***CONSULTANT WILL PROVIDE INDIVIDUAL AND/OR FAMILY PSYCHOTHERAPY FOR STUDENTS IN KINDERGARTEN THROUGH 8TH GRADE AS NEEDED IN THE OXNARD SCHOOL DISTRICT DURING THE 2019-20 SCHOOL YEAR.**

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

N/A

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #19-11

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-11

COMPENSATION

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

*****TOTAL FEE NOT TO EXCEED \$92,000.00***

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

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

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

IV. The total compensation for the Services shall not exceed \$92,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #19-11

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-11

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #19-11

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #19-11

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-11

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

Diane Turini Mize, LMFT, SEP
Licensed Marriage Family Therapist 38366
Somatic Experiencing® Practitioner
4309 Deepwell Lane
Moorpark, CA 93021
805-405-0718

To: Oxnard School District, 1051 South "A" Street, Oxnard, CA 93030

For: Diane Turini Mize, Licensed Marriage Family Therapist #38366

Date: April 18, 2019

RE: Proposal for Individual and/or family Psychotherapy for students K-8th grade in the Oxnard School District.

SCOPE OF WORK:

Diane Turini Mize, Licensed Marriage Family Therapist #38366 will provide individual and/or family psychotherapy for students in Kindergarten - 8th grade in the Oxnard School District. She will assess and treat students whose inappropriate school behavior affects his/her classroom learning. Her extensive training in complex trauma resolution addresses those classroom behaviors which impacts the student's academic achievement and the learning of others. In addition, she will facilitate student learning of anger management and decision making skills. Upon completion of assigned psychotherapy sessions, she will write a letter indicating the psychotherapy requirement has been met. She will also facilitate transition of students to their returning mainstreamed classroom in the Oxnard School District.

In addition, she will provide individual counselor and/or school counselor cohort support for counselors working in Kindergarten-8th grade in the Oxnard School District. Support will include on-site or phone conferencing for general or specific questions or concerns relating to individual and/or group counseling. She will collaborate with counselors on difficult cases, triage, and emergency cases based on individual need as requested by the Director of Pupil Services.

Diane will participate in weekly OSD CoST meetings as support for individual students in crisis. She will participate in OSD Opportunity Class monthly meetings.

Additional areas of expertise: Somatic Experiencing Practitioner (trauma resolution) , trained in EMDR Eye Movement Desensitization and Reprocessing (trauma resolution), trained in Capicatar Community Wellness Education, Supervisor of Marriage and Family Therapist Interns at the Free Clinic of Simi Valley, Simi Valley, CA.

Dates of Service: Academic School Year 2018-2019, 5 days a week.

Consultant Compensation: \$92,000



A Member of the Tokio Marine Group

Certificate of Liability Insurance

Date Issued: 12/22/2018

Underwritten by: Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058
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: Diane Turini Mize MFT
Diane Mize
4309 Deepwell Lane
Moorpark, CA 93021

Policy Number: AR81812
Policy Term: 02/21/2019 to 02/21/2020

Covered Locations

Professional Liability: Portable coverage, not location specific

General Liability Insured Location(s):

1633 Erringer Rd. #207, Simi Valley, CA 93065

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	\$ 1,000,000	\$ 5,000,000
Supplemental Liability	\$ 1,000,000	\$ 5,000,000
Licensing Board Defense	\$ 35,000	\$ 35,000
Commercial General Liability	\$ 1,000,000	\$ 3,000,000
▪ Fire/Water Legal Liability	\$ 250,000	\$ 250,000
Business Personal Property	\$ 15,000	\$ 15,000

Comments/Special Descriptions:

Certificate Holder

Oxnard School District
1051 South A Street
Oxnard, CA 93030

Certificate Holder has been added as an additional insured

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: 5/15/19

- 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 1st Reading _____ 2nd Reading _____

Ratification of Amendment #2 to Agreement #18-175 – City Impact Inc. (DeGenna/Sugden)

At the Board Meeting of January 16, 2019, the Board of Trustees ratified Agreement #18-175, in the amount of \$90,000.00, with City Impact, Inc. to provide individual and/or group therapy services, and clinical supervision to the Special Education Services Department.

At the Board meeting of April 3, 2019, the Board of Trustees ratified Amendment #1 to add Social and Emotional Testing and Assessment Reporting services for the remaining term of the agreement. The total amount of the agreement remained the same.

Amendment #2 in the amount of \$90,000.00 is required to adjust the total expected cost through the end of the agreement term. The new total agreement amount is \$180,000.00.

Term of Agreement: January 7, 2019 through June 30, 2020

FISCAL IMPACT:

\$90,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #18-175 with City Impact Inc.

ADDITIONAL MATERIAL(S):

Attached: Amendment #2 (1 Page)
Amendment #1 (2 Pages)
Agreement #18-175, City Impact Inc. (19 Pages)

**AMENDMENT #2 TO AGREEMENT #18-175 with
City Impact, Inc.
May 15, 2019**

At the Board Meeting of January 16, 2019, the Board of Trustees ratified Agreement #18-175, in the amount of \$90,000.00, with City Impact, Inc. to provide individual and/or group therapy services, and clinical supervision to the Special Education Services Department.

At the Board meeting of April 3, 2019, the Board of Trustees ratified Amendment #1 to add Social and Emotional Testing and Assessment Reporting services for the remaining term of the agreement. The total amount of the agreement remained the same.

Amendment #2 in the amount of \$90,000.00 is required to adjust the total expected cost through the end of the agreement term. The new total agreement amount is \$180,000.00.

Term of Agreement: **January 7, 2019 through June 30, 2020**

CITY IMPACT, INC.:

By: _____
 Betty A. Ham, President

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
 Lisa A. Franz, Director, Purchasing

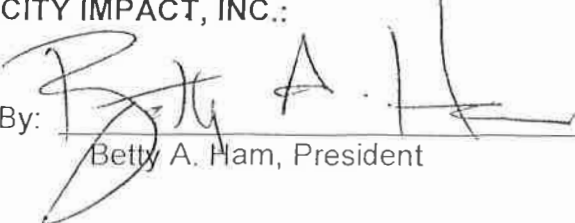
Date: _____

AMENDMENT #1 TO AGREEMENT #18-175 with
City Impact, Inc.
April 3, 2019

At the Board Meeting of January 16, 2019, the Board of Trustees ~~approved~~ ^{ratified} Agreement #18-175, in the amount of \$90,000.00, with City Impact, Inc. to provide individual and/or group therapy services, and clinical supervision to the Special Education Services Department.

Amendment #1 is now required to add Social and Emotional Testing and Assessment Reporting services for the remainder of the fiscal year. The total amount of the agreement will remain the same.

CITY IMPACT, INC.:

By: 
Betty A. Ham, President

Date: 3/11/19

OXNARD SCHOOL DISTRICT:

By: 
Lisa A. Franz, Director, Purchasing

Date: 4-8-19



SCOPE OF WORK

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

**COUNSELING SERVICES
RATE SHEET**

SERVICE	RATE PER HOUR
Individual Therapy (in school) English	\$61.81
Individual Therapy (in school) Spanish	\$71.96
Group Therapy (in school) English	\$82.42
Group Therapy (in school) Spanish	\$89.54
Attendance at an IEP (English)	\$61.81
Attendance at an IEP (Spanish)	\$71.96
Counseling (in home/City Impact office) English	\$82.42
Counseling (in home/City Impact office) Spanish	\$89.54
Social and Emotional Testing and Assessment Report	\$90.00

OXNARD SCHOOL DISTRICT

Agreement #18-175

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 16th day of January, 2019 by and between the Oxnard School District ("District") and City Impact Inc. ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **January 7, 2019** through **June 30, 2020** (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B "Compensation". The total compensation, including reimbursement for actual expenses, shall not exceed Ninety Thousand Dollars (\$90,000.00), per attached Rate Sheets, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BAH (Initials)

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

BAH (Initials)

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

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

BAH (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

BJ (Initials)

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

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

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

To District: Oxnard School District
 1051 South A Street
 Oxnard, California, 93030
 Attention: Amelia Sugden
 Phone: (805) 385.1501 x2175
 Fax: (805) 487.9648

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

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

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

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

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

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz

Signature

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

1-24-19

Date

Tax Identification Number: 95-6002318

CITY IMPACT INC.:

Benny Alvarez

Signature

Benny Alvarez Ham, President
Typed Name/Title

1/22/19

Date

Tax Identification Number: 77-0388915

- Not Project Related
- Project #18-175

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-175

SERVICES

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

*Provide Individual Student and/or Group Therapy, as well as Staff Supervision for the Special Education Services Department during the 2018-2019 & 2019-2020 school years, per attached Rate Sheets.

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

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

Not Project Related

Project #18-175

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-175

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$90,000.00 per attached Rate Sheets

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

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

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

IV. The total compensation for the Services shall not exceed \$90,000.00, per attached Rate Sheets, as provided in Section 4 of this Agreement.

Not Project Related

Project #18-175

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-175

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #18-175

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

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

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

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

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

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

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

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

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

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

- Not Project Related
 Project #18-175

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-175

CONFLICT OF INTEREST CHECK

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

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

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

Date: 1-24-19

By: L. Franz

Lisa A. Franz
Director, Purchasing



SCOPE OF WORK

1. Provide Individual Therapy – in school (English or Spanish)
2. Provide Group Therapy Services – in School (English or Spanish)
3. Attendance at IEP (when requested by School Psychologist or District Administration)
4. Provide Individual Therapy Services – (in home or City Impact Office (English or Spanish))

**COUNSELING SERVICES
RATE SHEET**

SERVICE	RATE PER HOUR
Individual Therapy (in school) English	\$61.81
Individual Therapy (in school) Spanish	\$71.96
Group Therapy (in school) English	\$82.42
Group Therapy (in school) Spanish	\$89.54
Attendance at an IEP (English)	\$61.81
Attendance at an IEP (Spanish)	\$71.96
Counseling (in home/City Impact office) English	\$82.42
Counseling (in home/City Impact office) Spanish	\$89.54



SCOPE OF WORK

Provide Clinical Supervision for School Psychologist acquiring MFT hours. City Impact's Clinical Supervisor is a Licensed Social Worker #14219 and is covered under California Board of Behavioral Science Examiners.

1. Clinical Supervision (Group – 2 hour)
2. Clinical Supervision (Individual – 1 hour)

Clinical Supervision (Group) (2 hour)	\$65.00 per hour
Clinical Supervision (Individual)	\$70.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/17/2019

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

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

PRODUCER Edgewood Partners Ins. Center 19000 MacArthur Blvd. Penthse Fl. Lic#0B29370 949-263-0606 Irvine, CA 92612	CONTACT NAME: Zephra Borges PHONE (A/C, No, Ext): 949.417.9104 E-MAIL ADDRESS: zephra.borges@epicbrokers.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED City Impact Inc. P.O. Box 5678 Oxnard, CA 93031	INSURER A : Nonprofits' Ins Alliance of CA		11845
	INSURER B : State Compensation Ins Fund		35076
	INSURER C : North American Elite Insurance Co.		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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:	X		201905416	01/01/2019	01/01/2020	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$20,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COM/OP AGG	\$3,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		912848518	04/08/2018	04/08/2019	<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
A	D&O			201905416DONPO	01/01/2019	01/01/2020	Limit/Ded.: \$1M/\$5,000	
A	Professional Liab			201905416	01/01/2019	01/01/2020	Occ/Agg:\$1M/\$3M	
C	Property			201905416PROP	01/01/2019	01/01/2020	BPP/Ded:\$183,403/\$2,500	

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

ADDITIONAL INSURED: Oxnard School District when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Oxnard School District
 1051 South A street
 Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

Anthony F. D'Assaro

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
**ADDITIONAL INSURED – OWNERS, LESSEES OR
 CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

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

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: 5/15/19

- 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 1st Reading _____ 2nd Reading _____

Approval of Amendment #1 to Agreement #18-201 – Alternative Behavior Strategies, LLC (DeGenna/Sugden)

At the Board Meeting of February 6, 2019, the Board of Trustees approved Agreement #18-201 with Alternative Behavior Strategies, LLC, in the amount of \$30,000.00, to provide 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 during the 2018-2019 academic school year.

Amendment #1, in the amount of \$20,000.00, will increase the number of students receiving support through the remainder of the 2018-2019 academic school year, for a revised total agreement amount of \$50,000.00.

FISCAL IMPACT:

Not to exceed \$20,000.00 - 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 Amendment #1 to Agreement #18-201 with Alternative Behavior Strategies, LLC.

ADDITIONAL MATERIAL(S):

Attached: Amendment #1 (1 Page)
 Agreement #18-201, Alternative Behavior Strategies, LLC (2 Pages)

**AMENDMENT #1 TO AGREEMENT #18-201 with
Alternative Behavior Strategies, LLC
May 15, 2019**

At the Board Meeting of February 6, 2019, the Board of Trustees approved Agreement #18-201 with Alternative Behavior Strategies, LLC, in the amount of \$30,000.00, to provide 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 during the 2018-2019 academic school year.

Amendment #1, in the amount of \$20,000.00, will increase the number of students receiving support through the remainder of the 2018-2019 academic school year, for a revised total agreement amount of \$50,000.00.

ALTERNATIVE BEHAVIOR STRATEGIES, LLC:

By: _____
Scott Revlin

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____



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: Adam Singer, MA

Date: 2-22-19

Oxnard School District (School)

BY: _____

Name: Lisa A. Franz, Director, Purchasing

Date: 2-7-19

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: 5/15/19

- 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 1st Reading _____ 2nd Reading _____

Ratification of Agreement #18-230 - Assistance League, Non-Public School, NPS (DeGenna/Sugden)

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 (2) (Apr 2019 through June 2019)

AF030315
MC041216

FISCAL IMPACT:

Tuition Pre-K: \$1,000.00 monthly rate x 2 student x 3 months = \$6,000.00
(including Extended School Year; ESY)

Grand Total: \$6,000.00 - 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 #18-230 with Assistance League School, NPS.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-230, 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 #18-230

THIS AGREEMENT, made and entered into this 15th day of May 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 (2)

AF030315

MC041216

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, beginning April 2019, including Extended School Year (ESY) through June 2019; amount not to exceed **\$6,000.00.**
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 costs for this service, including intake, testing, tuition, and elective shall not exceed **\$6,000.00** for students listed on page one of this Agreement #18-230.

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: 5/15/19

- 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 1st Reading _____ 2nd Reading _____

Ratification of Agreement #18-234 – Winsor Learning Inc. (DeGenna/Sugden)

This training, provided by Winsor Learning Inc., will be an introduction to Multisensory Teaching Methodology and a detailed look at the implementation of Sondag System® 1 Reading Intervention Program. The training offers hands-on use of the materials and practical strategies to use with struggling students. Focus is on Sondag System® 1 Instructional Materials, Phonemic Awareness, Phonics, Fluency, Vocabulary, and Comprehension instruction.

Term of Agreement: May 1, 2019 through September 30, 2019

FISCAL IMPACT:

Not to Exceed \$11,000.00 – Special Education ESY

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #18-234 with Winsor Learning Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #18-234, Winsor Learning Inc. (13 Pages)
Proposal (2 Pages)
Certificate of Insurance (6 Pages)

OXNARD SCHOOL DISTRICT

Agreement #18-234

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 15th day of May 2019 by and between the Oxnard School District (“District”) and Winsor Learning Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **May 1, 2019** through **September 30, 2019** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Eleven Thousand Dollars (\$11,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

To Consultant: Winsor Learning Inc.
3001 Metro Drive, Suite 480
Bloomington, MN 55425
Attention: Jan Greenwood
Phone: 800.321.7585
Fax: 651.222.3969

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

WINSOR LEARNING INC.:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #18-234

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #18-234

SERVICES

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

***SEE ATTACHED PROPOSAL**

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

***SEE ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
 Project #18-234

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #18-234

COMPENSATION

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

***SEE ATTACHED PROPOSAL**

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$0.00 per hour without written authorization from the District Superintendent or his designee.

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

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

IV. The total compensation for the Services shall not exceed \$11,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #18-234

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #18-234

INSURANCE

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

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

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

(2) Auto liability insurance with limits of not less than ~~one million dollars (\$1,000,000)~~ one hundred thousand (\$100,000)/three hundred thousand dollars (\$300,000).

(3) Insurance coverage should include:

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

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

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

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

~~Accountants, Attorneys, Education Consultants, \$1,000,000~~
~~Nurses, Therapists~~

~~Architects \$1,000,000 or \$2,000,000~~

~~Physicians and Medical Corporations \$5,000,000~~

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

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

Not Project Related

Project #18-234

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #18-234

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #18-234

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Proposal For: (Good until June 30, 2019)

Submit Purchase Orders to:

District/School: Oxnard School District, CA
Contact: Kristin Haidet, Special Education Manager
Phone: (805) 385-1501 x1611
Date Submitted: 26-Mar-19
Submitted By: Rich Geist

Winsor Learning, Inc.
3001 Metro Dr, Suite 480
Bloomington MN 55425
Tel: 800.321.7585
Fax: 651.222.3969

Professional Services	Training Description			
Sonday System 1: Installation Training	Sonday System 1 Reading Intervention This training will be an introduction to Multisensory Teaching Methodology and a detailed look at the implementation of Sonday System®1 Reading Intervention Program. This training offers hands-on use of the materials and practical strategies to use with struggling students. Focus is on Sonday System® 1 Instructional Materials, Phonemic Awareness, Phonics, Fluency, Vocabulary, and Comprehension instruction.			
Sonday System 2: Installation Training	Sonday System 2 Reading Intervention This training will build on the Multisensory Teaching Methodology introduced in Sonday System 1. This training offers hands-on use of the materials and practical strategies to use with struggling students. Focus is on Syllable Types, Syllable Division, Prefixes, Suffixes With Governing Rules, Roots, Contractions, Non-Phonetic Words, Vocabulary and Comprehension.			
Professional Services		# Days	Fee	Total
	Professional Services Subtotal	4	\$ 2,750.00	\$ 11,000.00

Acknowledgement and Agreement: I have read and agree to this Proposal and the attached terms and conditions. I understand that training dates are secured ONLY with the return of this signed proposal.

Signature

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

Print Name, Title and District/School

Terms and Conditions

The following terms and conditions apply to materials and professional services provided by Winsor Learning, Inc. ("Winsor") to your school/district (your "School"):

1. The details and scope of Winsor's services and materials provided will be as specified in the attached Proposal.
2. Each participant in any Sondag System® training must have their own Sondag System® kit to use for the training.
3. Maximum number of participants for a training day is thirty (30).
4. Payment is due within thirty (30) days of receipt of invoice.
5. Payment in full must be made for any training day cancelled less than thirty (30) days prior to the scheduled date.
6. Fees paid to Winsor Learning, Inc. include all related training preparation, travel costs, administrative costs and insurance.
7. This Agreement, along with the Proposal attached hereto, constitutes the entire agreement of the parties, superseding any prior oral or written agreements regarding this matter.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2019

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

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

PRODUCER Arthur J Gallagher & Co Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	CONTACT NAME: PHONE (A/C, No, Ext): 855-786-5840 FAX (A/C, No): 855-610-8080	
	E-MAIL ADDRESS: LMServiceCenter@LibertyMutual.com	
INSURED Winsor Learning, Inc. 3001 Metro Drive, Ste. 480 Bloomington MN 55425	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Ohio Security Insurance Company NAIC # 24082	
	INSURER B: Ohio Casualty Insurance Company 24074	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 47751014

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Businessowners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		BZS56204603	10/12/2018	10/12/2019	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	\$15,000
							PERSONAL & ADV INJURY	\$2,000,000
							GENERAL AGGREGATE	\$4,000,000
							PRODUCTS - COMP/OP AGG	\$4,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BZS56204603	10/12/2018	10/12/2019	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			USO56204603	12/19/2018	10/12/2019	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Oxnard School District is Additional Insured if required by written contract or written agreement, subject to Businessowners' Liability Extension Blanket Additional Insured Provision.

CERTIFICATE HOLDER

Oxnard School District
 1051 South A Street
 Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Rita Ford

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ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Below is a summarization of the coverages provided by this endorsement. No coverages are given by this summary. Actual coverage descriptions are within this endorsement.

<u>SECTION</u>	<u>SUBJECT</u>
A.	Supplementary Payments Bail Bonds Loss Of Earnings
B.	Broadened Coverage For Damage To Premises Rented To You
C.	Incidental Medical Malpractice Injury
D.	Mobile Equipment
E.	Blanket Additional Insured (Owners, Contractors Or Lessors)
F.	Newly Formed Or Acquired Organizations
G.	Aggregate Limits
H.	Duties In The Event Of Occurrence, Offense, Claim Or Suit
I.	Liability And Medical Expenses Definitions Bodily Injury Insured Contract Personal And Advertising Injury

Section II - Liability is amended as follows:

A. Supplementary Payments

Section **A.1. Business Liability** is modified as follows:

1. The \$250 limit shown in Paragraph **A.1.f.(1)(b) Coverage Extension - Supplementary Payments** for the cost of bail bonds is replaced by a \$3,000 limit.
2. The \$250 limit shown in Paragraph **A.1.f.(1)(d) Coverage Extension - Supplementary Payments** for reasonable expenses and loss of earnings is replaced by a \$500 limit.

B. Broadened Coverage For Damage To Premises Rented To You

1. The last paragraph of Section **B.1. Exclusions - Applicable To Business Liability Coverage** is replaced by the following:

With respect to the premises which are rented to you or temporarily occupied by you with the permission of the owner, Exclusions **c., d., e., g., h., k., l., m., n.** and **o.** do not apply to "property damage".

2. Paragraph **D.2. Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under this endorsement for the sum of all damages because of all "property damage" to premises while rented to you or temporarily occupied by you with the permission of the owner is the Limit of Insurance shown in the Declarations.

3. Paragraph **D.3. Liability And Medical Expenses Limits Of Insurance** does not apply.

C. Incidental Medical Malpractice Injury

1. Paragraph (4) under Paragraph **B.1.j. Exclusions - Applicable To Business Liability Coverage - Professional Services** does not apply to "Incidental Medical Malpractice Injury" coverage.

2. With respect to this endorsement, the following is added to Section **F. Liability And Medical Expenses Definitions**:

a. "Incidental Medical Malpractice Injury" means bodily injury arising out of the rendering of or failure to render, during the policy period, the following services:

(1) Medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

(2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

b. This coverage does not apply to:

(1) Expenses incurred by the insured for first-aid to others at the time of an accident and the Duties in the Event of Occurrence, Offense, Claim or Suit Condition is amended accordingly.

(2) Any insured engaged in the business or occupation of providing any of the services described under a. above.

(3) Injury caused by any indemnitee if such indemnitee is engaged in the business or occupation of providing any of the services described under a. above.

D. Mobile Equipment

Section **C. Who Is An Insured** is amended to include any person driving "mobile equipment" with your permission.

E. Blanket Additional Insured (Owners, Contractors Or Lessors)

1. Section **C. Who Is An Insured** is amended to include as an insured any person or organization whom you are required to name as an additional insured on this policy under a written contract or written agreement. The written contract or agreement must be:

a. Currently in effect or becoming effective during the term of this policy; and

b. Executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

2. The insurance afforded to the additional insured is limited as follows:

a. The person or organization is only an additional insured with respect to liability arising out of:

(1) Real property, as described in a written contract or written agreement, you own, rent, lease, maintain or occupy; and

(2) Caused in whole or in part by your ongoing operations performed for that insured.

b. The Limit of Insurance applicable to the additional insured are those specified in the written contract or written agreement or the limits available under this policy, as stated in the Declarations, whichever are less. These limits are inclusive of and not in addition to the Limit of Insurance available under this policy.

c. The insurance afforded to the additional insured does not apply to:

(1) Liability arising out of the sole negligence of the additional insured;

(2) "Bodily injury", "property damage", "personal and advertising injury", or defense coverage under the Supplementary Payments section of the policy arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:



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- (a) The preparing or approving of maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
- (3) Any "occurrence" that takes place after you cease to be a tenant in the premises described in the Declarations; or
- (4) Structural alterations, new construction or demolition operations performed by or for the person or organization designated in the Declarations.
3. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary or you request that it apply on a primary basis.

F. Newly Formed Or Acquired Organizations

The following is added to Section **C. Who Is An Insured**:

Any business entity acquired by you or incorporated or organized by you under the laws of any individual state of the United States of America over which you maintain majority ownership interest exceeding fifty percent. Such acquired or newly formed organization will qualify as a Named Insured if there is no similar insurance available to that entity. However:

- 1. Coverage under this provision is afforded only until the 180th day after the entity was acquired or incorporated or organized by you or the end of the policy period, whichever is earlier;
- 2. Section **A.1. Business Liability** does not apply to:
 - a. "Bodily injury" or "property damage" that occurred before the entity was acquired or incorporated or organized by you; and
 - b. "Personal and advertising injury" arising out of an offense committed before the entity was acquired or incorporated or organized by you.
- 3. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

G. Aggregate Limits

The following is added to Paragraph **D.4. Aggregate Limits Liability and Medical Expenses Limits Of Insurance**:

- 1. The Aggregate Limits apply separately to each of the "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.
- 2. The Aggregate Limits also apply separately to each of your projects away from premises owned by or rented to you.

For the purpose of this endorsement only, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

H. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- 1. Paragraph **E.2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition** applies only when the "occurrence" is known to any insured listed in Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.
- 2. Paragraph **E.2.b. Duties In The Event Of Occurrence, Offense, Claim Or Suit Liability And Medical Expenses General Condition** will not be considered breached unless the breach occurs after such claim or "suit" is known to any insured listed under Paragraph **C.1. Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim.

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I. Section **F. Liability And Medical Expenses Definitions** is modified as follows:

1. Paragraph **F.3.** is replaced by the following:

3. "Bodily Injury" means bodily injury, sickness, disease, or incidental medical malpractice injury sustained by a person, and includes mental anguish resulting from any of these; and including death resulting from any of these at any time.

2. Paragraph **F.9.** is replaced by the following:

9. "Insured contract" means:

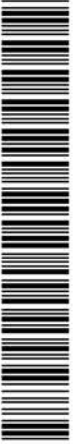
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

3. Paragraph **F.14.b. Personal And Advertising Injury** is replaced by the following:

- b. Malicious prosecution or abuse of process;



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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/27/2019

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

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

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068		CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:	
INSURED WINSOR LEARNING, INC. 3001 Metro Drive Suite 480 Bloomington MN 55425		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25674	

COVERAGES

CERTIFICATE NUMBER: 1123526

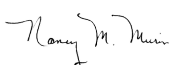
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	N	UB0929P70018	10/12/2018	10/12/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

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

Name of Contributor: Dr. Ana DeGenna

Date of Meeting: 5/15/19

- Study Session: _____
Closed Session: _____
A-I. Preliminary _____
A-II. Preliminary II/Reports _____
B. Hearing: _____
C. Consent Agenda X

- Agreement Category:
____ Academic
____ Enrichment
____ Special Education
____ Support Services
____ Personnel
____ Legal
____ Facilities

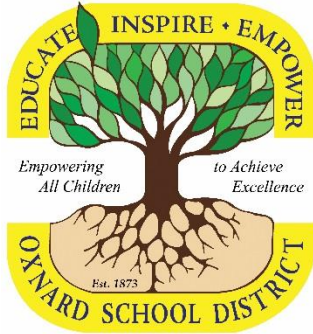
- D. Action Items _____
F. Board Policies 1st Reading _____ 2nd Reading _____

Setting of Date for Public Hearing – Oxnard School District 2019-20 LOCAL CONTROL ACCOUNTABILITY PLAN DeGenna)

It is appropriate that the Board of Trustees set the date of Wednesday, June 5, 2019 in the Board Room of the Educational Service Center, for a public hearing on the Oxnard School District 2019-20 Local Control Accountability Plan (LCAP).

RECOMMENDATION: It is the recommendation of the Assistant Superintendent Educational Services, that the Board of Trustees set the date of Wednesday, June 5, 2019 for a public hearing on the Oxnard School District 2019-20 Local Control Accountability Plan (LCAP).

ADDITIONAL MATERIAL: Notice of Public Hearing (2 pages)



OXNARD SCHOOL DISTRICT

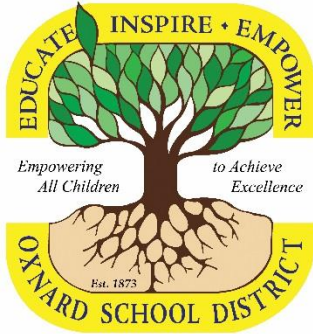
1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648

NOTICE OF PUBLIC HEARING

May 15, 2019

The Board of Trustees of the Oxnard School District will hold a Public Hearing on Wednesday, June 5, 2019, at 7:00 p.m. or as soon thereafter as this matter may be heard, in the Board Room of the Educational Service Center Building of the Oxnard School District, located at 1051 South A Street, Oxnard, regarding the 2019-20 Local Control Accountability Plan (LCAP).

By: Dr. Ana DeGenna
Assistant Superintendent,
Educational Services Department
(805) 385-1501, ext. 2301



DISTRITO ESCOLAR DE OXNARD

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648

AVISO DE AUDIENCIA PÚBLICA

15 de mayo de 2019

La Junta Directiva del Distrito Escolar de Oxnard celebrará una Audiencia Pública, sobre el Plan de Rendición de Cuentas y Control Local (LCAP, por sus siglas en inglés), el día 5 de junio de 2019, a las 7:00 p.m. o posteriormente, tan pronto como este asunto se pueda escuchar, en la Sala de Reuniones de la Junta Directiva de las Instalaciones del Centro de Servicios Educativos sito en el 1051 de South A Street, Oxnard.

Dr. Ana DeGenna
Superintendente Adjunto,
Departamento de Servicios Educativos
(805) 385-1501, ext. 2301

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 5/15/19

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA X _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

SETTING OF DATE FOR PUBLIC HEARING – OXNARD SCHOOL DISTRICT 2019-20 ADOPTED BUDGET (Penanhoat/Crandall Plasencia)

It is appropriate that the Board of Trustees set the date of Wednesday, June 5, 2019, in the Board Room of the Educational Service Center, for a public hearing on the Oxnard School District 2019-20 Adopted Budget.

FISCAL IMPACT

N/A

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees set the date of Wednesday, June 5, 2019 for a public hearing on the Oxnard School District 2019-20 Adopted Budget.

ADDITIONAL MATERIAL

Attached: Notice of Public Hearing (1 page)



OXNARD SCHOOL DISTRICT
1051 South A Street • Oxnard, CA 93030 • (805) 385-1501 • www.oxnardsd.org

NOTICE OF PUBLIC HEARING

May 15, 2019

The Board of Trustees of the Oxnard School District will hold a Public Hearing on Wednesday, June 5, 2019, at 7:00 P.M. or as soon thereafter as this matter may be heard, in the Board Room of the Educational Service Center Building of the Oxnard School District, located at 1051 S. "A" Street, Oxnard, regarding the 2019-2020 Proposed Budget.

By: Janet Penanhoat
Assistant Superintendent,
Business & Fiscal Services
(805) 385-1501, ext. 2401

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 5/15/19

- 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
 X Facilities
- D. Action Items** _____
- F. Board Policies** 1st Reading _____ 2nd Reading _____

Approval of Field Contract #FC-P19-04393 – California Electric Company (Penanhoat/Fateh)

Proposals were solicited for Field Contract #FC-P19-04393, Replace Electrical Subpanel at Chavez School, pursuant to the Uniform Public Construction Cost Accounting Act. One (1) proposal was received on Wednesday, April 17, 2019.

It is requested that the Board of Trustees approve the award of Field Contract #FC-P19-04393 to the lowest responsible bidder, California Electric Company, in the amount of \$15,850.00. The project will be funded through Deferred Maintenance Funds.

FISCAL IMPACT:

\$15,850.00 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the award of Field Contract #FC-P19-04393 to California Electric Company, in the amount of \$15,850.00.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P19-04393, California Electric Company (3 Pages)

MUST BE TYPEWRITTEN
 OXNARD SCHOOL DISTRICT
 1051 South A Street • Oxnard, CA 93030
 Phone: (805) 385-1501 • Fax: (805) 240-7582

Project No.: FC-P19-04393
--

FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$60,000.00

THIS CONTRACT is made as of 5/15/19, between **California Electric Company** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Fifteen Thousand Eight Hundred Fifty Dollars (\$15,850.00), payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: ***SEE ATTACHED PROPOSAL DATED 4/17/19.**

C. Contractor agrees to commence the work within ****** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ****** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to start 6/24/19 and end 7/12/19****

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF,** the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

- | | | |
|---------------------------------------|--|--|
| <u> X </u> Scope of Work | <u> X </u> Subcontractor List | <u> </u> Performance/Payment Bonds |
| <u> X </u> Specifications | <u> X </u> Certificates/Liability Insurance | <u> X </u> Purchase Order No. <u>P19-04393</u> |
| <u> </u> Drawings | <u> X </u> Certificates/Workers Compensation Insurance | <u> X </u> Proposal dated <u>4/17/19</u> |
| <u> </u> Supplemental Conditions | | <u> X </u> Other <u>PWC-100 DIR Registration</u> |

CONTRACTOR TO FILL IN THE FOLLOWING

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
Title _____	Fax No. _____
Firm Address _____	Contractor’s License No. _____
	Fax No. _____
	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>Orlando De Leon, Facilities Project Manager</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance Funds</u>

GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
 - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at *one hundred dollars per day* for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
 - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
 - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
 - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
 - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
 - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings, and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
 - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
 - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
 - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
 - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
 - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.

Chavez School

California Electric Company "CEC"
2424 Maricopa Hwy. Ojai, CA. 93023
805/646-6296 voice 805/646-4698 fax
Contractor # 429669 A & C-10 DIR# 1000008151

To: Oxnard School District Oxnard, CA.

Submitted Date: 4-17-19

Project Location: Chavez MPR Building Stage Panel

Project is to replace one main electric sub-panel and remove 3 others at back stage location.

1. Pick up access keys to project site
2. Meet with District to evaluate what appliance or refrigeration will be affected.
3. Help District to mitigate refrigeration problem if power to be off more than 24 hours
4. Supply small construction generator for contractors work lights and construction power
5. Label and tag existing electric wires that will be reinstalled in new Square "D" panel
6. Remove large older flush electric panel
7. Remove 3 smaller surface mounted fed from the larger back stage panel
8. Remove existing electric conduits and junction boxes not required by electric panels
9. Cut and frame drywall where required to install new Square "D" electric panel
10. Install new Square "D" panel
11. Patch and paint drywall by new panel
12. Reconnect existing electric circuits to new panel
13. Label new panel
14. Paint exposed conduits by panel
15. Test with District power circuits to panel if required
16. Remove trash from site
17. Broom clean area and move out

Material and labor \$15,850.00

Price good for 20 days

Excludes 1. Permits 2. Hazardous waste testing or removal 3. 50amp or larger temporary building generator or fuel for building power 4. Fire watch

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 5/15/19

- 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
X Facilities
- D. Action Items _____
F. Board Policies _____ 1st Reading _____ 2nd Reading _____

Approval of Field Contract #FC-P19-04445 – EMCOR Services Mesa Energy (Penanhoat/Fateh)

Proposals were solicited for Field Contract #FC-P19-04445, Remove and Replace HVAC at ESC and Kamala School, pursuant to the Uniform Public Construction Cost Accounting Act. One (1) proposal was received on Wednesday, April 17, 2019.

It is requested that the Board of Trustees approve the award of Field Contract #FC-P19-04445 to the lowest responsible bidder, EMCOR Services Mesa Energy, in the amount of \$52,120.00. The project will be funded through Deferred Maintenance Funds.

FISCAL IMPACT:

\$52,120.00 – Deferred Maintenance (ESC = \$18,290.00 and Kamala = \$33,830.00)

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the award of Field Contract #FC-P19-04445 to EMCOR Services Mesa Energy, in the amount of \$52,120.00.

ADDITIONAL MATERIALS:

Attached: Field Contract #FC-P19-04445, EMCOR Services Mesa Energy (10 Pages)

MUST BE TYPEWRITTEN
 OXNARD SCHOOL DISTRICT
 1051 South A Street • Oxnard, CA 93030
 Phone: (805) 385-1501 • Fax: (805) 240-7582

Project No.: FC-P19-04445
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FIELD CONTRACT FOR LABOR AND MATERIALS FOR PROJECTS LESS THAN \$60,000.00

THIS CONTRACT is made as of 5/15/19, between **Mesa Energy Systems Inc. dba/EMCOR Services Mesa Energy** (“Contractor”) and the Oxnard School District (“District” and, together with Contractor, “the Parties”).

A. In consideration of the satisfactory performance of this contract by Contractor, District agrees to pay or cause to be paid to Contractor the sum of Fifty-Two Thousand One Hundred Twenty Dollars (\$52,120.00), payable in 1 progress payment(s) subject to additions and deductions as provided in this agreement. This sum shall constitute payment in full to Contractor for all work provided under this agreement, including but not limited to employee or sub-contractor costs, taxes, insurance and permit costs.

B. The work to be performed by Contractor shall consist of: ***SEE ATTACHED PROPOSAL DATED 4/18/19.**

C. Contractor agrees to commence the work within ****** calendar days after receiving notice to proceed (NTP) from the District and to carry out the work at all times with the greatest possible dispatch and to complete the entire work under this agreement within ****** calendar days. All work must be completed within the time limits set forth in this Contract. ****Work to start 6/24/19 and end 7/12/19****

D. The Parties agree that damages for Contractor’s failure to complete all work within the specified time limit are impossible to ascertain but the sum of One Hundred Dollars (\$100.00) per day is a reasonable estimate. Should the work not be completed within the time indicated above, the Contractor shall be liable for liquidated damages, payable to the District, in the amount of One Hundred Dollars (\$100.00) for each calendar day of delay in completion.

E. This contract includes the terms and conditions provided hereinafter under the heading “**General Conditions**”.

F. Contractor guarantees that the work done under this agreement will be free from faulty materials or workmanship. On receiving notification from owner, Contractor agrees to remedy, repair, or replace, immediately, without cost to owner and to its entire satisfaction, all defects, damages, or imperfections appearing in the work within a period of one year from completion of this agreement. However, if the drawings or specifications provide for a guaranty or warranty of any materials or workmanship in excess of the above stated one-year period, the longer guaranty or warranty shall be controlling as to the covered materials or workmanship. Payments to Contractor shall not relieve Contractor of these obligations.

G. **PREVAILING WAGE RATES:** Prevailing wage rates apply to all public works over \$1,000 and such work/projects are subject to compliance monitoring and enforcement by, and Contractor on such projects must be registered with, the Department of Industrial Relations. Contractor shall adhere to the prevailing wage determinations made by the Director pursuant to **California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5**. Copies of the prevailing rate of per diem wages are on file in the District Purchasing Department. Contractor shall post all applicable job site notices, including prevailing wage rates, at conspicuous locations at the job site. To the extent applicable, Contractor shall furnish payroll and all records specified in Labor Code §1776 directly to the Labor Commissioner, as prescribed by the Labor Commissioner. Contractor shall ensure that subcontractors, if any, adhere to this provision.

H. **FINGERPRINTING:** Contractors must be required to have their employees fingerprinted prior to the start of work, pursuant to *California Education Code* Section 45125.1

I. **IN WITNESS HEREOF,** the Parties have executed this agreement, including all contract documents as indicated below, which are on file with the District and are made a part hereof:

<u> X </u> Scope of Work	<u> X </u> Subcontractor List	<u> X </u> Performance/Payment Bonds
<u> X </u> Specifications	<u> X </u> Certificates/Liability Insurance	<u> X </u> Purchase Order No. <u>P19-04445</u>
<u> </u> Drawings	<u> X </u> Certificates/Workers Compensation Insurance	<u> X </u> Proposal dated <u>4/18/19</u>
<u> </u> Supplemental Conditions		<u> X </u> Other <u>PWC-100 DIR Registration</u>

CONTRACTOR TO FILL IN THE FOLLOWING

(By signing below, Contractor represents that it is qualified to perform public work pursuant to Labor Code Section 1771(a) and that adequate evidence of current registration with the Department of Industrial Relations is included or has been separately provided to District)

Firm Name _____	Date _____
Signature _____	Telephone _____
Title _____	Fax No. _____
Firm Address _____	Contractor’s License No. _____
	Fax No. _____
	License Class _____
	Tax I.D. No. _____

FOR DISTRICT USE ONLY

Project Manager <u>Orlando De Leon, Facilities Project Manager</u>	Date _____
Signature _____	Funding Source <u>Deferred Maintenance Funds</u>

GENERAL CONDITIONS

- WORK:** The term "work" of Contractor when mentioned in this agreement includes labor or materials, or both.
- JOB WALK/SITE VISIT:** Contractor shall become fully acquainted with the site of the proposed work and all the conditions relating to the construction and labor involved so that any difficulties and restrictions regarding the execution of this work are fully understood. Contractor shall make no claim for compensation in addition to that specified in this contract based upon site conditions apparent by inspection, either actual or constructive, at the time of signing this contract.
- LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish and transport all labor, materials, tools, implements, appliances and equipment required to perform and completely finish in a workmanlike manner to the satisfaction and approval of the District, free of any and all liens and claims of laborers, artisans, material men, suppliers, and subcontractors, and in conformity in all respects with all applicable federal, state, county, and municipal laws, ordinances, rules, regulations, the work described in the plans and/or specifications, if any, or as described in this contract.
- DEFAULT BY CONTRACTOR:** Contractor's failure to comply with any of the terms and/or conditions of this contract shall constitute a default by the Contractor. If Contractor at any time during the progress of the work refuses or neglects, without the fault of the District, to supply sufficient materials or workers to complete the work for a period of more than 10 days after having been notified in writing by the District to furnish them, the District shall have the power to furnish and provide such materials and workers as are necessary to finish the work, and the reasonable expense thereof shall be deducted from the contract price as determined by this agreement.
- TERMINATION:** District may, by written notice to Contractor, terminate Contractor's right to proceed with the work if Contractor (1) defaults on this contract, (2) refuses or fails to prosecute the work with sufficient diligence to ensure its completion within the time specified in this contract or in an amendment agreed to as provided in this contract, (3) fails to make timely payments to subcontractors or material suppliers, (4) disregards laws, ordinances, rules, regulations or order of any public authority having jurisdiction over this project, or (5) otherwise does not in good faith carry out the terms of this agreement. Upon receipt of a written notice of termination, Contractor shall then discontinue the work and District will have power to contract for completion of the work or to complete the work itself, and to charge the cost and expense to Contractor, and the expense so charged shall be deducted and paid by the District out of money that either may be due or may at the time thereafter become due to Contractor under this agreement or any part of it. If such expense exceeds the sum that would have been payable under this agreement had Contractor completely performed the work, Contractor shall immediately pay the amount of excess to District, failing which recourse may be made immediately to Contractor's bond. In case District requires Contractor to discontinue work under this agreement, Contractor agrees to waive and hereby does waive all claims against District for profits, loss, of damages on the uncompleted work.
- DISCONTINUE:** District shall have the right at any time, for its own convenience when in its opinion it becomes necessary or expedient to discontinue permanently the work being done under this agreement by sending a written notice to Contractor, and Contractor shall then discontinue the work. In this event, District shall pay to Contractor the full amount to which Contractor is entitled for all work done and labor and materials furnished by Contractor under this agreement and to the satisfaction of the District up to the time of such discontinuance. Such amount to be determined by District.
- EXCUSABLE DELAY:** District may at its sole discretion grant Contractor a time extension to complete this contract due to causes not reasonably foreseeable by the parties to this contract if the contractor presents a request for a time extension to the District, writing within 5 days of the event or occurrence for which the extension is sought providing satisfactory evidence to establish that fault, and it shall not be entitled to time extension to complete the contract.
- TIME:** Time is of the essence in the performance of this contract.
- PROVISIONS REQUIRED BY LAW:** Each and every provision of law or clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- SUBCONTRACTORS:** Any subcontractor engaged by the Contractor shall be engaged subject to the prior written approval of District. Contractor shall be responsible for all operations of each subcontractor and for all subcontractors' compliance with their terms of this contract. This contract shall not be construed as creating a contractual relationship between the District and any subcontractor.
- PREVAILING WAGE RATES:** Refer to Paragraph G on the Cover of this Contract.
- APPRENTICEABLE OCCUPATIONS:** Contractor shall be responsible for compliance with Labor Code & 17775 et. seq. for apprenticeable occupations.
- PAYROLL RECORDS:** Contractor and subcontractors shall comply with Labor Code Section 1776 regarding payroll records including, but not limited to, keeping accurate records that show the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employed in connection with this contract. Payroll records shall be certified and available for inspection during business hours at Contractor's, or subcontractor's principal place of business.
- HEALTH AND SAFETY:**
 - Safety Standards:** Contractor shall perform this contract in compliance with all applicable laws, ordinance, rules, regulations, standards and lawful orders of public authorities bearing on safety of persons or property of their protection from damage, injury or loss and shall insure that all completed work stratifies all applicable safety standards. Contractors shall erect and maintain as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazard promulgation safety regulations and notifying the District and users of adjacent sites and utilities. Contractor shall obtain from the District and comply with rules and regulations pertaining to safety, security and driving on school grounds, particularly when children are present. The policy of District is to promote safety practices that minimize personal injury and potential property damage. Contractor covenants that all employees working on this project meet or exceed all laws, ordinance, rules, regulations, codes and standards for safety and protection of personnel and property. Although it has not duty to do so, District may notify Contractor upon discovery of a safety standard violation and, when so notified, Contractor shall immediately correct the unsafe practice or situation. District retains the right in its sole discretion to shut down the work until any unsafe practice or situation is corrected in which case Contractor shall not be entitled to any time extension to complete work under the contract and shall be liable for assessment of any resulting liquidated damages. The power in the District to stop the work does not give rise to any duty on the part of the District to exercise this right for the benefit of the Contractor to any other person or entity. District retains the right, in its sole discretion, to assess Contractor a fine at *one hundred dollars per day* for failure to timely correct any unsafe practice or situation for which it has received written notice from the District. Determination of timeliness of Contractor actions taken to correct an unsafe practice or situation is written the sole discretion of the District.
 - Drug and Alcohol Use:** Contractor shall not permit the possession, use, or sale of any alcoholic beverage or illegal, controlled drug or substance or the abuse of prescribed medication on or immediately adjacent to the jobsite by any Contractor employee, subcontractor, subcontractor's employee or associate.
 - Hazardous or Toxic Substances:** Contractor shall notify District in writing if performance of this contract may result in exposure to any person, or any District property, to toxic or hazardous substances. Contractor shall comply with all State and Federal laws and regulations regarding handling and use of toxic or hazardous substances and shall keep accurate records of all exposures required to be monitored by State or Federal Law.
 - Scheduling:** Contractor shall schedule all work involving dangerous and/or excessively noisy equipment outside of normal school hours as defined by District.
- ASBESTOS AND OTHER HAZARDOUS MATERIAL:** Contractor shall not use or allow any subcontractor to use any materials containing asbestos in the project. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to District. The work in the affected area shall not thereafter be resumed except by written agreement of District and Contractor, if in fact the material is asbestos or polychlorinated biphenyl (PBC), or until the material has been rendered harmless.
- MATERIAL SAFETY DATA SHEETS:** Contractor shall make Material Safety Data Sheets available in a readily accessible place at the work site for any material requiring a Material Safety Data Sheet pursuant to the Federal Hazard Communication; standard or employees right to know law. Contractor shall ensure proper labeling of any substance brought onto the job site, inform any person working with material requiring a Material Safety Data Sheet or within the general area of the material or the hazards of the substance and ensure that such person(s) follow proper handling and protection procedures.
- PROTECTION OF WORKERS, PROPERTY AND WORK:** Contractor shall erect and properly maintain at all times as required by conditions and progress of work all necessary safeguards, signs, barriers, lights and watchmen for the protection of workers and the public and shall post danger signs warning against hazards created by construction. In an emergency affecting safety of life, work or adjoining property Contractor, without special instruction or authorization from District, may act at his/her discretion; to prevent threatened loss or injury.
- DAMAGE TO DISTRICT PROPERTY:** Contractor shall restore, at Contractor's expense, to its original condition, any District property damaged as a result of carrying out any portion of this contract. Contractor shall notify District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf or lawn area so the irrigation water may be withheld from the area to be traversed. Contractor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.
- HOLD HARMLESS:** With the exception that the following provisions of this article shall in no event be construed to require indemnification by Contractor in excess of that permitted under the public policy of the State of California, Contractor shall indemnify and save harmless the District and its governing board, agents and employees, and each of them, of and from:
 - Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities in law or in equity, of every kind and nature whatsoever (including, but not limited to, injury to or death of Contractor any subcontractor, or any employees of District, Contractor or any subcontractor, and damage to or destruction of property), arising out of or in any manner directly or indirectly connected with the work to be performed under this contract, however caused, regardless of any negligence of District or its agents, employees or servants, be it active or passive, except the sole negligence or willful misconduct of District or its agents, employees or servants acting in the scope of their duties; and
 - Any and all penalties imposed on account of the violation of any law or regulation, compliance with which is left by this contract to Contractor. Contractor shall (1) at Contractor's own cost, expense and risk, defend all suits, actions or other legal proceedings that may be brought or instituted by third persons against District, its agents, employees or servants, or any two or more of them, on any such claim, demand or cause of action of such, third persons, or the enforce any such penalty, (2) pay and satisfy any judgment or decree that may be rendered against District or its agents, employees or servants, or any two or more of them, in any such suit, action or legal proceedings, and (3) reimburse District and its agents, employees and/or servants for any and all legal expenses incurred by each of them in connection therewith or in enforcing the indemnity granted in this article.
- INSURANCE:** Contractor shall obtain all required insurance from a company or companies acceptable to District and shall not allow any subcontractor to commence work on its subcontract until it obtains all required insurance. Contractor shall provide evidence of insurance in the form of a Certificate of Insurance naming District as an additional insured and providing District thirty (30) days written notice of reduction in coverage or cancellation. Contractor shall insert a provision substantially similar to the requirements of this article in each subcontract covering any portion of the work and shall require subcontractors to take out and maintain such insurance and to file proof of compliance as stated above. Contractor shall obtain and provide the following policies of insurance, submit to the District evidence of the insurance prior to commencing work on the contract, and maintain the insurance at all times during the life of the contract:
 - Comprehensive General Liability Insurance that shall name the district as an additional insured and shall protect Contractor and District against any liability that Contractor may incur (1) on account of bodily injuries to or the death of any person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than \$500,000 and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each, and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than \$500,000 and (2) on account of damage to or construction of any property, to the extent of not less than \$500,000 for each accident and \$500,000 aggregate.
 - Workers compensation insurance in statutory form and Employer Liability Insurance covering Contractor's liability to the extent of not less than \$500,000 for damages on account of bodily injuries to or death of one person or persons. The insurance described in part "a" above shall also provide contractual liability coverage satisfactory to District with respect to liability assumed by Contractor under the indemnity provisions in article 18 of this contract. Contractor shall be aware of and comply with, and require subcontractors to comply with Workers Compensation laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.
 - Fire Insurance will be provided by the District with coverage at one hundred percent (100%) of the insurable value of the contract including labor and materials in or adjacent to the structure insured and materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structure, miscellaneous materials and supplies incident to the work. Any loss shall be payable to the District.
- BONDS:** District shall have the right to require Contractor to furnish such bond or bonds covering the faithful performance of all the terms, conditions, provisions of this contract and the payment of all obligations arising under this contract in the form and amount as District may prescribe and with such sureties as it may approve. Such bonds shall be arranged and paid for by the Contractor and shall be issued by a surety admitted to issue bonds in California. These bonds are referred to in this contract as Contractor's bonds.
- WORKERS:**
 - Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit or unskilled person in performing this contract.
 - Contractor shall remove from the work any employee deemed incompetent or unfit by District and shall not again employ that employee on the project except with written consent of District.
- SUPERVISION:** Contractor shall provide competent supervision of all its employees engaged in performance of this contract.
- CONTRACTOR NOT AN OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out this Contract, Contractor is an independent contractor and not an officer, employee, servant or agent of District. Contractor has and hereby retains the right to exercise full control and supervision of the work and full control over the employment, direction, compensation and discharge of all persons assisting in the work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees and subcontractors.
- PERMITS AND LICENSES:** Contractor shall acquire all necessary permits and shall secure and maintain in force all licenses and permits required by law to perform this contract.
- OCCUPANCY:** District reserves the right to occupy buildings or facilities at any time before contract completion. Occupancy shall not constitute final acceptances of any part of the work converted by this contract for small occupancy existed the date specified for completion.
- ASSIGNMENT:** Contractor shall not assign any of its duties or responsibilities under the terms of the contract.
- BRAND OR TRADE NAMES:** When a brand name or names are listed, it or they shall be construed to be followed by the words "or approved equal" whether or not those words in fact follow the brand name or names in the specifications. Any product meeting this specified standards in the District's judgment will qualify as a substitute for the specified work. In the case that an item listed in the specification is specified by only one brand name or trade name, the District's research has indicated that the item has a unique or novel product application. Where District is aware of two or more equal products, at least two trade names will be listed. Exact compliance with specified brand or trade name products is required unless an amendment is issued. All requests to substitute must be in writing directed to the District's Director of Facilities. Contractor must supply the brand name, model number and other information to substantiate that the substitute item is equal to the item specified. District retains the right, in its sole discretion, to approve the item required for substitution as "an equal" or to determine that the item is not equal to the item specified, or to request further substantiating information.
- PAYMENT:** Ninety percent of the contract price, less (1) any fines imposed pursuant to law or these General Conditions; (2) funds withheld due to stop notices; and/or (3) funds withheld to correct damages caused by Contractor will be paid in a lump sum upon satisfactory completion of the work and acceptance by District unless specified otherwise in this contract or any special conditions. District will retain the *retention amount allowed by law* for a period of thirty-five (35) days after recording the Notice of Completion. Payment of such amount requires that Contractor first provide to District a waiver and release from each subcontractor, if any, engaged in the work in the form prescribed by Civil Code section 3262.
- ANTI-DISCRIMINATION:** Contractor, and any subcontractor hired by Contractor, shall not discriminate against any employee engaged in the performance of this contract because of race, color, ancestry, sex, national origin, or religious creed. Contractor and subcontractors shall comply with applicable Federal and California laws including but not limited to the California Fair Employment Practice Act, set forth in Government code sections 12900 et. seq. and Labor Code section 1735.
- INSPECTION:** District shall at all times have access to all parts of the work and to the shops where the work is in preparation. Contractor shall at all times maintain proper facilities and provide safe access for conservation and inspection of the work. District shall have the right to reject, or require contractor of, materials and/or workmanship that are defective. Contractor shall remove rejected work from the premises without charge to District. District reserves the right to determine in its sole discretion and at any time before final acceptance of the work, the necessity of examining work already completed by removing or tearing out the same, in which case Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect, promptly furnish all necessary facilities, labor or materials to uncover the work in question for inspection or observation. If District determines the uncovered work to be defective in any respect due to fault of the contractor or its subcontractor, Contractor shall bear all expenses of the examination and of satisfactory reconstruction. If however, District determines that the work meets the requirements of the contract, District shall approve a change order for the additional cost of labor and materials necessarily involved in the examination and replacement of the work.
- CLEAN UP:** Contractor shall complete clean-up and removal of spills, extra or unused materials, debris, rubbish, trash and/or implements of services that result from the performance of this contract. Contractor shall remove waste materials from District premises and Contractor shall not place waste materials in District owned disposal containers located on the site or other District premises. Contractor shall comply with all applicable laws, ordinances, regulations, and statutes for disposal of waste materials. Contractor shall ensure that the project size is clean and free of debris at the end of each workday, unless the area of work is secured from staff and/or students and the District grants permission.
- CHANGES:** Contractor shall make no changes in the work without specific prior written authorization by means of a "change order" from the District. Contractor shall not submit a claim for an adjustment of the contract price which has not been included in a written change order. If at any time or times during the progress of the work the District desires to make any additions to, alterations of, deviations or omissions from, the work to be performed under this contract, it shall be at liberty to do so and the same shall in no way affect or make void this agreement, but no such additions, alterations, deviations or omissions shall be made except at District's written request. Any such alterations, deviations or omissions that decrease the cost of the work shall be evaluated on a lump-sum basis and this amount shall be deducted from the contract price, the amount thereof to be agreed on in writing. Any such additions, alterations, or deviations that increase the cost of the work shall be evaluated on a lump-sum basis, the amount thereof to be agreed on in writing before execution of the work.
- INTEGRATION CLAUSE:** This agreement comprises the entire understanding of the parties and supersedes all previous agreements, written and verbal. It may be amended only by a writing signed by both parties.
- CONTRACTOR'S LICENSE NOTICE:** Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, 9835 Goethe Road, Sacramento, CA. Mailing address: P.O. Box 26000, Sacramento, CA 95826.
- NOTICE:** Any notice required or permitted under this contract shall be deemed given, if in writing upon the earlier of delivery or five (5) days following deposit in the U.S. Mail, first-class postage prepaid, and addressed to the other Party at the address contained in the contract but each Party may change its address by written notice to the other Party, as necessary.
- ATTORNEY'S FEES:** In the event of litigation between the Parties, or if a Party becomes involved in litigation because of wrongful acts of the other Party, the court will award reasonable attorney's fees to the prevailing party. The amount will be sufficient to compensate the prevailing party for all attorney's fees incurred in good faith.
- CONFLICT:** If any documents other than the face of this Contract and these General Conditions supplement and become a part of this Contract, and if such supplementary documents contain any terms, clauses or language that are in conflict with the terms, clauses or language on the face of this Contract and these General Conditions, then the terms stated on the face of this Contract and in these General Conditions shall be deemed to be valid whereas the conflicting terms in the supplementary document shall be deemed void and of no consequence.
- SEVERABILITY CLAUSE:** If any provision of this contract is held to be invalid, such invalidity shall not affect other provisions of the contract which can be given effect without the invalid provision, and to this and the provisions of this contract are severable.
- KEYS:** Contractor shall comply with the sign the District's **CONTRACTORS KEY ISSUE/SECURITY AGREEMENT** prior to commencement of work.
- FINGERPRINTING:** Contractors may be required to have their employees fingerprinted prior to the start of work, pursuant to California Education Code Section 45125.1.



Oxnard School District

ESC Board Room Rooftop Packaged and Kamala Elementary School Wall Mount Heat Pump Unit Replacements

SUBMIT TO:

Oxnard School District

Attn: Lisa A. Franz, Director of Purchasing
1051 South A St
Oxnard, CA 93030

PREPARED BY:

Shaun Ayvazi

Director of Energy Services

Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy
2 Cromwell, Irvine CA, 92618
949-460-4661
sayvazi@emcor.net

April 18, 2019

Proposal #: 19-12018

This proposal, scope of work, and pricing is valid for 30-days
DIR# 1000002425



Confidentiality notice: This document and any attachments thereto, regardless of form or medium, may contain legally privileged and/or confidential, copyrighted, trademarked, patented or otherwise restricted information viewable by the intended recipient only.

Introduction

Dear Lisa,

We at Mesa Energy Systems, Inc. (an EMCOR Group company) would like to thank you for the opportunity to submit this proposal to perform the construction services for the ESC and Kamala HVAC unit replacements. We believe that our proposed package would meet or exceed your maintenance, reliability, and energy savings goals.

For over 30-years, Mesa Energy Systems has provided its clients with high quality mechanical, commercial HVAC, building automation consulting and services, and energy solutions that address today's most compelling energy related issues. Headquartered in Irvine, California, we have 10 statewide offices to better serve the greater Los Angeles, San Diego, San Francisco, Sacramento, Bakersfield, San Jose, Pleasanton, and Fresno market areas. In addition, we've expanded outside California and now have offices in Reno, Las Vegas and Phoenix.

Our goal is to help our customers enhance and operate their facilities as efficiently as possible. Our solutions include new and emerging technologies which result in our customer meeting the challenges of managing energy demands and government regulations, while at the same time lowering operating costs. Customer Service, innovation, quality and sense of urgency are the reasons that our customers use our services. We strive to realize our vision by serving our customers and each other with the highest integrity and ethical business practices.

Today, thanks to our customer partnerships and our commitment to our core values (Sense of urgency, Win-Win, Accountability, Passion, and Love), Mesa Energy Systems Inc. is Southern California's leading HVAC service and retrofit contractor.

We pride ourselves on meeting project schedules **on time and on budget**. Our project managers establish a fully documented project schedule and use that schedule as a tool to stay on track, communicate with the customer, schedule the delivery of materials, and determine project manpower loading requirements. This project scheduling allows us to seamlessly coordinate our activities with the ongoing, day-to-day business of operating your facilities.

Again, thank you for giving Mesa Energy Systems the opportunity to be of service. We look forward to the prospect of working with you and assisting you with the school's facilities' HVAC upgrade needs. Feel free to reach out to us should you want to discuss anything further.

Sincerely,

Mesa Energy Systems, Inc. dba EMCOR Services Mesa Energy

Shaun Ayvazi

Shaun Ayvazi
Director of Energy Services
Office: 949-460-4661
Cell: 949-431-9352
Email: sayvazi@emcor.net

Proposal Summary

We are pleased to provide you with this proposal to replace the three systems identified.

Qty. 1 - Gas/electric packaged rooftop unit at ESC Board Room

Qty. 2 - Wall mounted heat pump units at Kamala Elementary School Classrooms #601 & #602

Scope of Work

Replacement of One (1) Packaged Rooftop HVAC Unit at ESC Board Room

- A. Coordinate with Oxnard School District contact(s) to inspect site, equipment locations, and facilitation of work to be performed.
- B. Disconnect and remove one (1) existing Trane 5-ton gas/electric packaged rooftop unit:
 - 1. Power off and safely disconnect electrical service.
 - 2. Remove and haul away existing rooftop unit.
 - 3. Properly dispose of unit in accordance with all California codes and regulations.
 - 4. Demo and remove existing disconnect.
 - 5. Remove existing conduit to roof penetration.
 - 6. Disconnect existing controls.
 - 7. Disconnect existing condensate drain piping.
 - 8. Disconnect existing gas service.
 - 9. Disconnect existing duct smoke detector and prepare for reconnection to new unit.
- C. Furnish and install one (1) new Trane YSC060 (or equal) 5-ton gas/electric packaged rooftop unit with economizer and condenser/evaporator coil coating:
 - 1. Reuse and connect new units to existing supply and return duct, as necessary.
 - 2. Reuse and connect new units to existing electrical service
 - 3. Provide new electrical disconnect and modify as necessary.
 - 4. Replace existing electrical conduit to roof penetration.
 - 5. Reuse existing roof curbs and provide adapter curbs, as necessary.
 - 6. Connect new units to existing condensate drain piping.
 - 7. Install smoke detector and connect to existing fire alarm system as required by code.
 - 8. Connect new unit to existing thermostat/controls.
 - 9. Connect new unit to existing gas service and install new ball shutoff valve.
 - 10. Furnish and install new economizer accessory for new packaged unit.
- D. Test and balance all modified systems.
- E. Check, test, start, and commission all new equipment – ensuring proper operation.
- F. Provide material product submittals with equipment information, make & model, EER rating, weight, etc.
- G. Provide 5-year compressor parts warranty.
- H. Provide instructional training to end-use customer, as necessary.

Replacement of Two (2) Wall Mounted Heat Pump Units at Kamala Elementary School Classrooms #601 & #602

- A. Coordinate with Oxnard School District contact(s) to inspect site, equipment locations, and the facilitation of work to be performed.
- B. Disconnect and remove two (2) existing Marvair wall mounted heat pump units.

1. Power off and safely disconnect electrical service.
2. Remove and haul away existing wall mounted units.
3. Properly dispose of units in accordance with all California codes and regulations.
4. Disconnect existing controls.
5. Disconnect existing condensate drain piping.
- C. Furnish and install two (2) new Bard C60HA05SP4XXE 5-ton high efficiency wall-mounted heat pump units.
 1. New unit to be installed in same location as existing, provide adapter curbs as necessary.
 2. Reuse and connect new units to existing ductwork, modify as necessary.
 3. Install new outside air hoods and/or economizers as required, per manufacturer specifications.
 4. Connect new equipment to condensate drain piping, as necessary.
 5. Connect new units to existing thermostats and controls.
 6. Connect new units to existing electrical service, provide new electrical disconnects as necessary.
- D. Test and balance all modified systems.
 1. Identified duck leaks shall be brought to the district's attention and addressed on a case by case basis.
- E. Check, test, and start all new equipment – ensuring proper operation.
- F. Provide instructional training to end-use customer(s), as necessary.

Exclusions:

- A. Asbestos abatement of any kind (by others).
- B. Any DSA compliant installation and engineering or any cost related to DSA.
- C. Any Fire, Life, Safety (FLS) installations or any cost related to FLS.
- D. Structural upgrades and/or modifications of any kind are excluded.
- E. Permits or plan check fees.
- F. Premium time or weekend.
- G. Street closure permits and flagman for crane.
- H. Duct pressure testing and/or duct leakage testing.
- I. Gas piping or gas service work (unless otherwise stated).
- J. Cutting, coring, patching, or painting.
- K. Any general construction work other than related to this work and project.
- L. Framing for access doors.
- M. Any expenses incurred to correct pre-existing deficient conditions or code violations.
- N. Correction of concealed substandard framing.
- O. Removal and replacement of existing dry rot or insect infestation.
- P. Moving any of Owner's property around the site.
- Q. Cost to replace and/or source existing broken roof tiles and any roofing work.
- R. Owner acknowledges that Contractor is not responsible for pre-existing roof condition and normal wear and tear during installation (i.e. foot traffic, equipment laydowns, tool placement, etc.).
- S. Any removal of hazardous materials.
- T. Any work not outlined in this proposal.

Inclusions and Exclusions

Checked items below are included in this proposal; non-checked items are excluded.

Engineering, Permits & Bonds			
Mechanical Engineering	<input type="checkbox"/>	Structural Engineering	<input type="checkbox"/>
Electrical Engineering	<input type="checkbox"/>	Plan Check Fees	<input type="checkbox"/>
Mechanical Permits	<input type="checkbox"/>	Electrical Permits	<input type="checkbox"/>
Structural Permits	<input type="checkbox"/>	Street Closure Permits	<input type="checkbox"/>
Performance Bond	<input type="checkbox"/>	Architectural Drawings	<input type="checkbox"/>
Rigging and Specialty Rentals			
Rigging	<input checked="" type="checkbox"/>	Scissor Lift as Required	<input type="checkbox"/>
Helicopter	<input type="checkbox"/>	Other:	<input type="checkbox"/>
Additional Services			
Comfort Air Balance (as required)	<input checked="" type="checkbox"/>	Certified Air Balance	<input type="checkbox"/>
Water Balance	<input type="checkbox"/>	Certified Water Balance	<input type="checkbox"/>
Recover Refrigerant Per EPA Guideline	<input type="checkbox"/>	Dispose of Old Equipment	<input checked="" type="checkbox"/>
Project to be Performed at the Below Listed Times			
Normal Business Hours (M-F 7 am to 5 pm)	<input checked="" type="checkbox"/>	Overtime (non-Normal Business Hours)	<input type="checkbox"/>
Normal Hours and Overtime	<input type="checkbox"/>	Other:	<input type="checkbox"/>
Specialty Trades			
Electrical	<input type="checkbox"/>	Abatement	<input type="checkbox"/>
Framing of Curbs & Openings	<input type="checkbox"/>	Duct Cleaning	<input type="checkbox"/>
Re-roofing	<input type="checkbox"/>	Seismic Upgrades	<input type="checkbox"/>
Insulation of New Ducting (As Required)	<input type="checkbox"/>	Insulation of New Piping (As Required)	<input type="checkbox"/>
Coring	<input type="checkbox"/>	X-Ray Prior to Coring	<input type="checkbox"/>
Project Completion			
Start Up and Commissioning	<input checked="" type="checkbox"/>	Factory Start Up	<input type="checkbox"/>
Operation & Maintenance Manuals	<input checked="" type="checkbox"/>	As Built Drawings	<input type="checkbox"/>
Additional Components			
New Programmable Smart Thermostats	<input type="checkbox"/>	EMCOR Retains All Salvage Rights	<input checked="" type="checkbox"/>
Smoke Detectors in Supply Duct, as required by code	<input checked="" type="checkbox"/>	Smoke Detectors Return Ducts	<input type="checkbox"/>
Warranties			
90-Day Labor and Materials from Date of Beneficial Use	<input type="checkbox"/>		<input type="checkbox"/>
One (1) year Labor and Materials from Date of Beneficial Use	<input type="checkbox"/>		<input checked="" type="checkbox"/>

General Project Clarifications

Concealed Conditions

If concealed or unknown conditions of an unusual nature which affect the performance of the work are encountered below the roof line or above the ceiling or in an existing part of the building other than the work, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in work of the character provided for in this Agreement, notice by the observing party shall be given promptly to the other party, if possible before conditions are disturbed and in no event later than fourteen days after first observance of the conditions. The Contract Sum shall be equitably adjusted for such concealed or unknown conditions by Change Order upon claim made within fourteen days after claimant becomes aware of the conditions.

Regulatory Changes

Mesa Energy Systems Inc. shall be compensated for changes in the Work necessitated by the enactment or revision of codes, laws or regulations subsequent to the execution of this Agreement.

Hazardous Materials

OXNARD SCHOOL DISTRICT hereby agrees to indemnify, defend and hold harmless Mesa Energy Systems, Inc. and its agents, employees, consultants and subcontractors from and against any claim, damage, allegation, suit, cause of action, cost, loss, expense or injury in connection with Hazardous Materials not introduced to the Project by the Indemnified Parties, including, without limitation, all costs of remediation, experts, consultants or other costs in connection with Hazardous Materials associated with the Project.

Unforeseen Conditions

OXNARD SCHOOL DISTRICT understands and agrees that Mesa Energy Systems, Inc. shall not be liable for added costs or time delays caused by unforeseen conditions at the Project, including, without limitation, unanticipated rerouting of existing piping, fire sprinklers or gas piping. In the event that the fire sprinklers, water, electrical conduit or gas piping are required to be relocated, Mesa shall not be responsible for such work. Mesa Energy Systems, Inc. or a subcontractor under the control and supervision of OXNARD SCHOOL DISTRICT shall perform such work.

NFPA 70E

Mesa technicians are trained to understand the specific hazards associated with electrical energy according to NFPA 70E, Standard for Electrical Safety in the Workplace. They are trained in safety-related work practices and procedural requirements as necessary to provide protection from the electrical hazards associated with their respective job or task assignments. Documented safe work practices include lockout/tagout and energy isolation. Category 2 personal protective equipment is issued for electrical hazards while working on voltages between 50 and 480 volts. Mesa's policy is to remove the energized electrical hazard by working on de-energized circuits and by using the written lockout/tagout policies and procedures when feasible.

Terms and Conditions

- A. Unless stated otherwise in this agreement, services provided under this agreement will be performed during normal working hours of 7 a.m. to 5 p.m., Monday through Friday.
- B. The guarantees and services provided under the scope of this agreement are conditioned upon OXNARD SCHOOL DISTRICT operating and maintaining systems/equipment. OXNARD SCHOOL DISTRICT will do so in according to industry-accepted practices, or in consideration of our recommendations.
- C. OXNARD SCHOOL DISTRICT will provide and permit reasonable access to all areas where work is to be performed. Mesa Energy Systems, Inc. will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
- D. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by the OXNARD SCHOOL DISTRICT in accordance with Mesa Energy Systems, Inc.'s currently established rates.
- E. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, system equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s), unless otherwise stated in this Agreement.
- F. Mesa Energy Systems, Inc. will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.
- G. Mesa Energy Systems, Inc. is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
- H. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by Mesa Energy Systems, Inc.
- I. This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by Mesa Energy Systems, Inc. Unless otherwise agreed, also excluded is the furnishing of materials and supplies for painting or refurbishing existing equipment.
- J. Mesa Energy Systems, Inc. shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.
- K. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- L. Mesa Energy Systems, Inc. shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- M. Only Mesa Energy Systems, Inc.'s personnel or agent are authorized to perform the work included in the scope of this agreement. Mesa Energy Systems, Inc. may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.
- N. This Agreement and all rights hereunder shall not be assignable unless approved by Mesa Energy Systems, Inc. In the event of additional freight, labor, or material costs resulting from OXNARD SCHOOL DISTRICT request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, OXNARD SCHOOL DISTRICT agrees to pay these additional costs at Mesa Energy Systems, Inc.'s currently established rates.
- O. Mesa Energy Systems, Inc.'s scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event Mesa Energy Systems, Inc. encounters such material in performing its work, Mesa Energy Systems, Inc. will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.
- P. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- Q. This agreement does not include the disposal of hazardous waste, unless otherwise specified, any charges incurred for their proper disposal will be borne by the customer as an extra to the contract price.
- R. OXNARD SCHOOL DISTRICT agrees that in the event that there shall have been passed a federal and/or state law which shall compel Mesa Energy Systems, Inc. to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by Mesa Energy Systems, Inc.'s cost of performing this contract.
- S. OXNARD SCHOOL DISTRICT acknowledges and agrees that any purchase order issued by OXNARD SCHOOL DISTRICT, in accordance with this Agreement, is intended only to establish payment authority for OXNARD SCHOOL DISTRICT internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in the OXNARD SCHOOL DISTRICT purchase order will have any force or effect.

BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 05/15/19

STUDY SESSION _____

CLOSED SESSION _____

SECTION A-I: PRELIMINARY _____

SECTION A-II: REPORTS _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA X _____

Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Enrollment Report (Penanhoat)

District enrollment as of March 29, 2019 was 16,151. This is 439 less than the same time last year.

District enrollment as of April 30, 2019 was 16,175. This is 398 less than the same time last year.

FISCAL IMPACT

None.

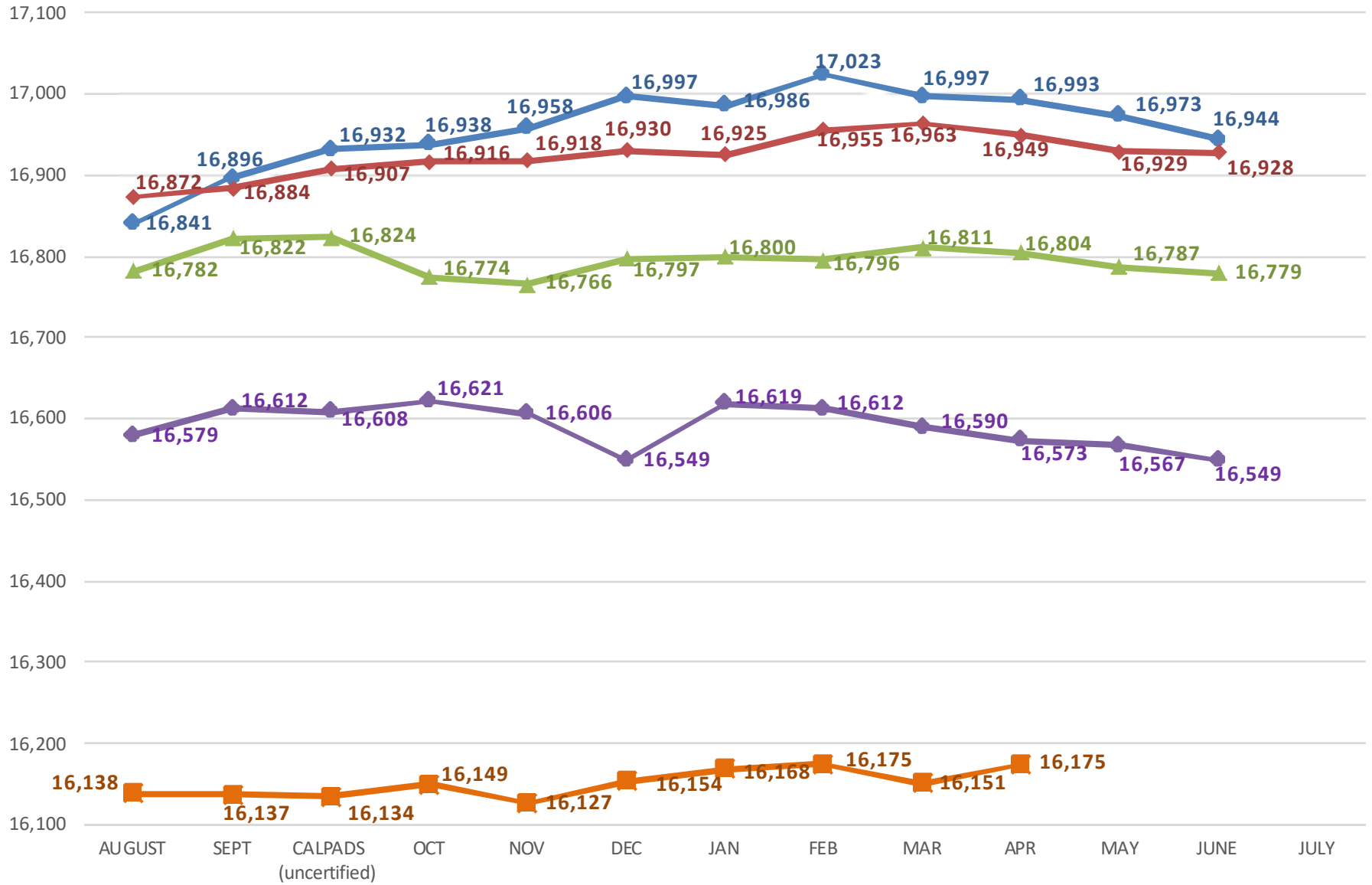
RECOMMENDATION

Information only.

ADDITIONAL MATERIAL

Attached: Graph – Oxnard School District Enrollment History 2014-15 through 2018-19 Actuals (1 page)

Oxnard School District Enrollment History 2014-15 through 2018-19 Actuals



◆ 2014-15 Actual
 ◆ 2015-16 Actual
 ▲ 2016-17 Actual
 ● 2017-18 Actual
 ■ 2018-19 Actual

OSD BOARD AGENDA ITEM

Name of Contributor: Janet Penanhoat

Date of Meeting: 5/15/19

STUDY SESSION _____
CLOSED SESSION _____
SECTION A-1: PRELIMINARY _____
SECTION A-II: REPORTS _____
SECTION B: HEARINGS _____
SECTION C: CONSENT AGENDA X

Agreement Category:
_____ Academic
_____ Enrichment
_____ Special Education
_____ Support Services
_____ Personnel
_____ Legal
_____ Facilities

SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1ST Reading _____ 2nd Reading _____

Purchase Order/Draft Payment Report #18-09(Penanhoat/Franz)

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

1. A listing of Purchase orders issued 3/08/2019 through 5/01/2019 for the 2018-2019 school year, for \$1,766,527.85.
2. Draft Payments issued from 3/08/2019 through 5/01/2019, check #D7728 & D7729 for \$400.00, for the 2018-2019 school year.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #18-09 as submitted.

ADDITIONAL MATERIAL(S):

Attached: Purchase Order/Draft Payment Report #18-09 (19 Pages)

Includes Purchase Orders dated 03/08/2019 - 05/01/2019

PO Number	Vendor Name	Loc	Description	Order Amount
NP19-00064	Wawona Frozen Foods Inc	CNS	stores	3,955.20
NP19-00065	P And R Paper Supply Co	CNS	stores	7,252.64
NP19-00066	Gold Star Foods	CNS	stores	46,430.11
NP19-00067	Gold Star Foods	CNS	stores	61,126.43
NP19-00068	P And R Paper Supply Co	CNS	stores	5,759.14
NP19-00069	Gold Star Foods	CNS	stores	26,770.10
NP19-00070	P And R Paper Supply Co	CNS	stores	5,159.08
NP19-00071	Gold Star Foods	CNS	stores	58,368.34
NP19-00072	P And R Paper Supply Co	CNS	stores	6,135.49
NP19-00073	Grainger Inc	CNS	stores	78.59
NP19-00074	P And R Paper Supply Co	CNS	stores	6,706.64
NP19-00075	Gold Star Foods	CNS	stores	41,988.62
P19-02764	Global Equipment Co Inc	ASES	MTRL/SUP	1,787.26
P19-03865	Embassy Suites San Diego Bay	ASSESS ACCOUN	Conf - LCAP 1.23	66,350.08
P19-03885	Petroleum Telcom Inc DBA Telecom	RAMONA	MATL/SUP-admin	150.85
P19-03904	Dell Direct Sales Lp	RITCHEN	MATL/SUPPLY-Admin	431.96
P19-03943	Ashton Awards Inc Aswell Trophy	DRIFFILL	MATL/SUPP-instructional	193.95
P19-03944	Amazon Com	DRIFFILL	MATL/SUPP-instructional	270.67
P19-03945	COUNTY OF VENTURA ELECTIONS DIVISION	SUPERINTENDEN	County of Ventura Clerk-Recorder	6,054.43
P19-03946	Amazon Com	DRIFFILL	MATL/SUPP-instructional	222.77
P19-03947	VISALIA MARRIOTT	RAMONA	travel&conf hotel for CALSA in visalia may 2nd	178.58
P19-03948	CALIFORNIA LANGUAGE TEACHERS' ASSOCIATION	ED SERVICES	CONF/TRAVEL	125.00
P19-03949	2 B Mobile	Special Ed	LABOR/MAT/EQUIPT (MW)	9,084.60
P19-03950	Superior Sanitary Supplies	FACILITIES	Materials and Supplies	2,094.14
P19-03951	Insect Lore Products	DRIFFILL	MATL/SUPP-instructional	72.66
P19-03952	Amazon Com	Special Ed	MATLS (D. ACOSTA)	254.30
P19-03953	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	301.57
P19-03954	Blick Art Materials	LEMONWOOD	MAT/SUPPLIES (instructional)	1,345.61
P19-03955	School Tech Supply	SIERRA LINDA	MATL/SUPP (Attendance incentive)	83.73
P19-03956	MOORPARK COLLEGE FOUNDATION AMERICA TEACHING ZOO	ELM	SERVICE	150.00
P19-03957	MOORPARK COLLEGE FOUNDATION AMERICA TEACHING ZOO	ELM	SERVICE	150.00
P19-03958	CENTER FOR MATHEMATICS & TEACHING INC	FREMONT	BKS-INSTRUCTIONAL	1,424.78
P19-03959	Amazon Com	LEMONWOOD	MAT/SUPPLIES (instructional)	115.86
P19-03960	California Custom Shells	FACILITIES	Prof Service	500.00
P19-03961	Office Depot Bus Ser Div	FREMONT	Materials and Supplies Instructional	368.46
P19-03962	Oxnard Chamber Of Commerce	FACILITIES	Conference	45.00
P19-03963	Ashton Awards Inc Aswell Trophy	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	64.97
P19-03964	SCHOOL SAFETY SOLUTION, LLC	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	220.05
P19-03965	SAN MATEO MARRIOTT	Special Ed	CONF Accom CASP (NVillapudua)	638.04

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PO Number	Vendor Name	Loc	Description	Order Amount
P19-03966	Holiday Inn Long Beach Airport	ELM	TRAVEL/CONFERENCE	473.80
P19-03967	Grainger Inc	WAREHOUSE	Stores Supplies	461.76
P19-03968	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	570.22
P19-03969	PRECISION DISPOSABLE PRODUCTS	WAREHOUSE	Stores Supplies	999.92
P19-03970	Veritiv Operating Company	WAREHOUSE	Stores Supplies	7,534.42
P19-03971	Warehouse Discount Center	LEMONWOOD	BOND/MATL-SUP (F&E - MICROWAVES)	581.76
P19-03972	Ashton Awards Inc Aswell Trophy	FREMONT	Materials and Supplies instructional	153.33
P19-03973	Children's Museum of Santa Barbara, MOXI	ROSE	PROFESSIONAL/CO - INSTRUCTIONAL	250.00
P19-03974	Maad Graphics	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	64.65
P19-03975	COAST 2 COAST COACHING INC	BREKKE	SERV	3,400.00
P19-03976	Parent Project Inc	RAMONA	books other than text books- instructional parenting	346.55
P19-03977	Amazon Com	RAMONA	Matl/supplies- balls/jumprope for recess and lunch	1,148.02
P19-03978	California Oil Museum	ROSE	PROFESSIONAL/CO - INSTRUCTIONAL	416.00
P19-03979	AMERICAN FLAGPOLE & FLAG CO.	FACILITIES	Materials and Supplies	450.40
P19-03980	Lakeshore Learning Materials	LEMONWOOD	BOND/MATL-SUP (F&E - LEM KDG PLAYGROUND)	612.07
P19-03981	Constructive Playthings	LEMONWOOD	BOND/MATL-SUP (F&E - LEM KDG PLAYGROUND)	549.50
P19-03982	Focus On The Masters	SIERRA LINDA	LCFF/SERV	1,500.00
P19-03983	CASP	Special Ed	Conf Registration - CASP (NVillapudua)	682.00
P19-03984	Pacific Northwest Publishing Ancora Publishing	Pupil Svcs	Prof/Consult/Serv	53.88
P19-03985	Pamela A Gunther Fit and Fun Playscapes LLC	Special Ed	TLC Mat's	4,983.55
P19-03986	Discount School Supply	LEMONWOOD	BOND/MATL-SUP (F&E - LEM KDG PLAYGROUND)	1,194.58
P19-03987	Sunrise Phys Therapy Svcs Inc	RISK MGMT	ERGO MATERIALS/SUPPLIES	743.85
P19-03988	Amazon Com	RISK MGMT	ERGONOMIC MATERIALS/SUPPLIES	175.94
P19-03989	Petroleum Telecom Inc DBA Telecom	LEMONWOOD	MAT/SUPPLIES (Admin)	170.79
P19-03990	RICHARD C GRIFFITH TODAY'S CLASSROOM LLC	RISK MGMT	ERGO MATERIALS/SUPPLIES	242.18
P19-03991	Office Depot Bus Ser Div	BUSINESS	MATL/SUP	19.38
P19-03992	West Music Company Inc	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	440.79
P19-03993	Monster Technology LLC	KAMALA	Materials & Supplies-Instructional	269.38
P19-03994	CDW G	HARRINGTON	MATERIALS & SUPPLIES 2700	29.91
P19-03995	Lakeshore Learning Materials	NFL	Matl/Sup	289.61
P19-03996	Office Depot Bus Ser Div	NFL	Matl/Sup	134.53
P19-03997	CN School & Office Sol, Inc Culliver-Newlin	RAMONA	BOND/EQUIP-MATL-SUP (KINDER FLEX ROOMS)	41,315.57
P19-03998	Subway	KAMALA	MATERIALS & SUPPLIES-INST	79.99
P19-03999	Home Depot Inc	Special Ed	EQUIP(RITCHEN-KITCHEN)	807.05
P19-04000	Pro Ed	Special Ed	MATL/SUP	739.47
P19-04001	Oriental Trading Co Inc	CURRENT	mat/sup - instructional	442.76

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PO Number	Vendor Name	Loc	Description	Order Amount
P19-04002	CN School & Office Sol, Inc Cu Iver-Newlin	ELM	BOND/EQUIP (F&E - CABINET FOR LOUNGE)	629.26
P19-04003	Santa Barbara Zoo	FREMONT	SERV-Entrance Fees	417.00
P19-04004	Hueneme School District	BUSINESS	Tuition	50.00
P19-04005	Rio Elementary School Distri	BUSINESS	Tuition	11,046.00
P19-04006	Ventura Co Office Of Education	Special Ed	SERV(SUPERVISION)	354.66
P19-04007	CN School & Office Sol, Inc Cu Iver-Newlin	ELM	BOND/EQUIP (F&E - STORAGE CABINET- CAMPUS AIDES)	1,002.88
P19-04008	Jontronics	ELM	BOND/MATL-SUP (F&E - BLU-RAY/DIG MEDIA PLAYER)	700.56
P19-04009	RJ Cooper & Associates, Inc	Special Ed	MATLS (AAC iPad CARRY CASE)	1,231.67
P19-04010	Wonder Workshop Inc	CURREN	mat/sup - instructional	1,287.57
P19-04011	Schoolmart	KAMALA	Materials & Supplies-Inst	173.09
P19-04012	Amazon Com	KAMALA	MATERIALS & SUPPLIES-INST	385.53
P19-04013	BAKERSFIELD CITY SCHOOL DISTRI CT	ASES	SERV	681.12
P19-04014	Amazon Com	MCKINNA	mat/sup-instructional	43.09
P19-04015	Six Flags Magic Mountain Attn Group Sales	FREMONT	FIELD TRIP/ EXTRA CURRICULAR	1,506.67
P19-04016	Read Naturally, Inc	CURREN	mat/su - instructional	317.93
P19-04017	CONTROLTEC INC	NFL	Maintenance	234.33
P19-04018	Lakeshore Learning Materials	NFL	Matl/Sup	165.87
P19-04019	Otter Graphics, Inc	SAN MIGUEL	Color Ink (Lorena)	887.95
P19-04020	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	107.72
P19-04021	Ventura Co Office Of Education	HR	Serv-	70.00
P19-04022	Six Flags Magic Mountain Attn Group Sales	HAYDOCK	SERV/INSTRUCTIONAL	229.95
P19-04023	Grainger Inc	CNS	supplies	161.44
P19-04024	American Pizza	MARINA	MATL/SUPL-Instructional	124.00
P19-04025	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,841.38
P19-04026	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	3,123.40
P19-04027	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	1,208.96
P19-04028	Uline	WAREHOUSE	Stores Supplies	1,437.81
P19-04029	Ashton Awards Inc Aswell Troph y	ELM	MATL/SUPP- INSTRUCTIONAL	277.78
P19-04030	Ashton Awards Inc Aswell Troph y	ELM	MATL/SUPP- INSTRUCTIONAL	2,454.55
P19-04031	Jordanos Inc	CNS	supplies	2,191.12
P19-04032	Varidesk, LLC	SUPERINTENDEN	MATL/SUPL	504.27
P19-04033	ESGI	HARRINGTON	ONLINE SUBSCRIPTIONS	975.00
P19-04034	School Tech Supply	SUPERINTENDEN	EQUIP	3,194.38
P19-04035	Starfall Education Foundation	KAMALA	ONLINE SUBSCRIPTION	270.00
P19-04036	CDW G	IT	COMP Sup (VMitchell)	1,511.06
P19-04037	School Tech Supply	CNS	supplies	185.55
P19-04038	Aswell Trophy And Engraving	ASES	MTL/SUPL	1,000.00
P19-04039	Perma Bound Books	MCAULIFFE	Books-Other- Instructional	276.35
P19-04040	Amazon Com	ELM	BOND/MATL-SUP (F&E - KDG PLAY EQUIP)	869.81
P19-04041	Gopher Sport	ELM	BOND/MATL-SUP (F&E - KDG PLAY EQUIP)	123.38
P19-04042	CANON SOLUTIONS AMERICA INC	WAREHOUSE	Stores Supplies	25,388.06

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PO Number	Vendor Name	Loc	Description	Order Amount
P19-04043	CN School & Office Sol, Inc Cu Iver-Newlin	ELM	BOND/EQUIP (F&E - CONST. PAPER STORAGE)	2,469.63
P19-04044	3 Chords, Inc Therapy Traveler s	Special Ed	SERV(OT-K. DENNING)	38,160.00
P19-04045	Jontronics	HARRINGTON	MATERIALS & SUPPLIES 2700	474.54
P19-04046	Amazon Com	RITCHEN	MATL/SUP-Instructional	34.40
P19-04047	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	600.32
P19-04048	Ventura Co Office Of Education	Special Ed	EQUIPT (REIMBURSEMENT A. DURAN)	2,645.48
P19-04049	SHR DEL PARTNERS, L.P. HOTEL D EL CORONADO LP	SUPERINTENDEN	FCMAT Board Meeting - Dr. Morales	395.45
P19-04050	Old Mission Santa Barbara, Inc	KAMALA	SERVICES-INST	297.00
P19-04051	Amazon Com	MARINA	MATL/INSTR - Instructional	36.70
P19-04052	MICHAEL R PENA	BREKKE	Materials and Supplies-Instructional	377.13
P19-04053	ADVANCED CLASSROOM TECHNOLOGIE S, INC	WAREHOUSE	Stores Supplies	1,761.76
P19-04054	Amazon Com	KAMALA	Materials & Supplies-Inst	121.88
P19-04055	Ventura Co Office Of Education	SORIA	SERV - Instructional	720.00
P19-04056	Amazon Com	SAN MIGUEL	Materials & Supplies	79.57
P19-04057	AliMed Inc	Special Ed	MATL/SUP (OT)	74.12
P19-04058	Div Of The State Architect	FACILITIES	DSA Fees / McKinna & Sierra Linda	226.40
P19-04059	Div Of The State Architect	FACILITIES	DSA Fees Driffill and Rose Ave	39.33
P19-04060	Perma Bound Books	HAYDOCK	BKS/SUPPLY-INSTRUCTION	2,145.66
P19-04061	School Tech Supply	BREKKE	EQUIP	4,073.87
P19-04062	Oxnard Performing Arts Center	ED SERVICES	RENTAL	1,990.00
P19-04063	Lowe's	NFL	Mat/Sup - Instruction	87.60
P19-04064	Hyatt Centric the Pike Long Be	ED SERVICES	CONF LCAP 1.37	4,337.88
P19-04065	Amazon Com	FACILITIES	Materials and Supplies	162.44
P19-04066	Amazon Com	Special Ed	MATLS (J. BOLOGNINO)	91.61
P19-04067	NV5 West, Inc	FACILITIES	Prof Service / Fremont	1,926.00
P19-04068	Hyatt Regency Long Beach	ED SERVICES	CONF	560.94
P19-04069	Office Depot Bus Ser Div	MARINA	MATL/SUPL-Instructional	166.58
P19-04070	Walmart	RITCHEN	MATL/SUP-Instructional	50.00
P19-04071	OXNARD EZ GAS-10145910	FACILITIES	GAS REFUND	96.97
P19-04072	Div Of The State Architect	FACILITIES	DSA Fees / Brekke Kinder Flex	5,712.86
P19-04073	CONTROLTEC INC	NFL	Maintenance	234.33
P19-04074	Office Depot Bus Ser Div	NFL	Mat/Sup	263.64
P19-04075	Dept Of Toxic Substances Ctr	FACILITIES	DTSC Fees / Doris & Patterson	1,130.07
P19-04076	Southwest School & Office Sup	HARRINGTON	BOND/MATL-SUP (F&E - CLASSROOM FLAGS/HOLDERS)	171.65
P19-04077	INCWEBS, INC.	TRANSPORTATIO	SFTWR-(BCRs)	2,380.00
P19-04078	Affordable Tables And Chairs,	ENGLISH LEARNE	Rental	170.00
P19-04079	School Tech Supply	CURREN	mat/sup - instructional	412.07
P19-04080	CDW G	Special Ed	SOFTWARE - Instruction	714.90
P19-04081	Greg & Steve Productions	MCAULIFFE	SERV-INstructional	610.00
P19-04082	MHS Inc	Special Ed	MAT/SUPL	164.85
P19-04083	Super Duper Inc	Special Ed	MAT/SUPL	275.78
P19-04084	Houghton Mifflin Harcourt	Special Ed	MAT/SUPL	1,558.16
P19-04085	US School Supply Inc	HARRINGTON	Material Instructional supplies	283.87
P19-04086	Smart And Final Iris Co	DRIFFILL	MATL.SUPL-instructional	72.67
P19-04087	Learning Without Tears	ERC	Mat/Sup	134.76
P19-04088	Lakeshore Learning Materials-V	NFL	Mat/Sup - Instruction	110.61

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PO Number	Vendor Name	Loc	Description	Order Amount
P19-04089	Lakeshore Learning Materials	ELM	BOND/MATL-SUP (F&E - ELM KDG PLAYGROUND)	994.88
P19-04090	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP-Instructional	150.00
P19-04091	Discount School Supply	ELM	BOND/MATL-SUP (F&E - ELM KDG PLAYGROUND)	122.77
P19-04092	Ashton Awards Inc Aswell Trophy	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	37.71
P19-04093	Scholastic Inc	FRANK	BOOKS - INSTRUCTIONAL	294.38
P19-04094	Aswell Trophy And Engraving	RAMONA	Material/supplies-instructional (AR medals)	1,066.73
P19-04095	Aswell Trophy And Engraving	ENGLISH LEARNE	MATL/SUP	140.45
P19-04096	DMEC	RISK MGMT	DMEC Membership Dues	199.00
P19-04097	Batteries Plus- Camarillo	WAREHOUSE	Stores Supplies	270.27
P19-04098	Amazon Com	RISK MGMT	ERGO MATERIALS & SUPPLIES	474.06
P19-04099	Amazon Com	Pupil Srvs	BKS	36.20
P19-04100	Amazon Com	MARINA	MATL/SUPL-Instructional	153.24
P19-04101	JACINTO MENDETA MONICA'S FLOWERS	ENGLISH LEARNE	MATL/SUP	300.00
P19-04102	Amazon Com	RISK MGMT	ERGO MATERIALS/SUPPLIES	33.26
P19-04103	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	6,555.73
P19-04104	Amazon Com	DRIFFILL	matl/supp-instructional	736.99
P19-04105	BSN Sports	WAREHOUSE	Stores Supplies	369.58
P19-04106	Extreme Clean	WAREHOUSE	Stores Supplies	2,335.48
P19-04107	Veritiv Operating Company	WAREHOUSE	Stores Supplies	281.87
P19-04108	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	2,075.91
P19-04109	Uline	WAREHOUSE	Stores Supplies	279.54
P19-04110	Amazon Com	RITCHEN	MATL/SUP-Instructional	286.02
P19-04111	Amazon Com	ELM	MATL/SUPP	907.76
P19-04112	COURTYARD MARRIOTT RANCHO BERN ARDO	PERSONNEL	CONF	939.88
P19-04113	Art Trek	ENGLISH LEARNE	T3/SERV	3,000.00
P19-04114	Perma Bound Books	DRIFFILL	Books/Library-instructional	498.23
P19-04115	Demco Inc	FREMONT	Materials and Supplies Instructional	105.81
P19-04116	Amazon Com	FREMONT	Materials & Supplies Instructional	788.60
P19-04117	Amazon Com	FREMONT	Materials & Supplies Instructional	218.25
P19-04118	Amazon Com	FREMONT	Materials and Supplies	40.93
P19-04119	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	84.05
P19-04120	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	694.26
P19-04121	COMPUWAVE	BUDGET	Toner Cartridges	651.35
P19-04122	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	194.11
P19-04123	Three Rivers Mail Order Corp	MCAULIFFE	MATL-Instructional	95.73
P19-04124	Walmart	SAN MIGUEL	Materials & Supplies	100.00
P19-04125	HOTEL CORQUE	Special Ed	CONF(ACCOMODATIONS)	250.11
P19-04126	El Pollo Loco	HR	Supp-	235.97
P19-04127	Party City	LEMONWOOD	MAT/SUPPLIES (Instructional)	39.62
P19-04128	Oriental Trading Co Inc	MARSHALL	MTLS/SUPL	160.32
P19-04129	First Book	FREMONT	BKS-Instructional	110.32
P19-04130	Insect Lore Products	MCAULIFFE	Materials-Instructional	198.95
P19-04131	Santa Barbara Zoo	KAMALA	SERV-INST	992.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P19-04132	Lakeshore Learning Materials	SAN MIGUEL	Materials & Supplies	100.00
P19-04133	Affordable Tables And Chairs,	ENGLISH LEARNE	Rental	70.00
P19-04134	Insect Lore Products	LEMONWOOD	MAT/SUPPLIES (Instructional)	35.31
P19-04135	Lakeshore Learning Materials	MARINA	Books othe than Textbooks-Instructional	48.43
P19-04136	VEX Robotics, Inc	LEMONWOOD	MAT/SUPPLIES (Instruction)	193.28
P19-04137	Old Mission Santa Barbara, Inc	BREKKE	serv	194.00
P19-04138	Cabo Seafood Grill And Cantina	ENGLISH LEARNE	SERV	1,967.00
P19-04139	Ventura Co Office Of Education	ED SERVICES	CONF	125.00
P19-04140	Amazon Com	Special Ed	MATL/SUP (S.Hermesh)	48.49
P19-04141	CN School & Office Sol, Inc Cu Iver-Newlin	LEMONWOOD	BOND/EQUIP (F&E - LEM MAILBOXES)	4,282.01
P19-04142	CN School & Office Sol, Inc Cu Iver-Newlin	LEMONWOOD	BOND/EQUIP (F&E - LEM PRINTER RM SHELVING)	1,145.88
P19-04143	CN School & Office Sol, Inc Cu Iver-Newlin	LEMONWOOD	BOND/EQUIP (F&E - LEM FIREPROOF FILE CABINETS)	27,662.99
P19-04144	WATERFORD RESEARCH INSTITUTE	ROSE	ONLINE LICENSES - INSTRUCTIONAL	7,500.00
P19-04145	Printech	FREMONT	Materials and Supplies instructional	1,351.66
P19-04146	Ron's Signs	SUPERINTENDEN	Bathroom and Lobby Door signs	100.43
P19-04147	TRI-COUNTY OFFICE FURNITURE	Special Ed	MATLS(SUGDEN)	525.63
P19-04148	Smart And Final Iris Co	DRIFFILL	matl/supp-instructional	1,000.00
P19-04149	Smart And Final Iris Co	DRIFFILL	matl/supp-instructional	1,500.00
P19-04150	Learning Rights Law Center Cli ent Trust Account	BUSINESS	SERV-attorney fees	20,000.00
P19-04151	California School Boards Assoc	SUPERINTENDEN	CSBA MIG Courses	1,495.00
P19-04152	Ventura Co Office Of Education	Special Ed	TRAINING(L3-SUGDEN)	100.00
P19-04153	Amazon Com	DRIFFILL	matl/supp-instructional	1,002.65
P19-04154	Magnum Fence And Security	FACILITIES	Fence Repairs / Driffill	3,069.00
P19-04155	Doubletree Hotel Mission Vall	ASSESS ACCOUN	CONF - AVID- LCAP 1.23	1,494.36
P19-04156	Learning Rights Law Center Cli ent Trust Account	BUSINESS	SERV-attorney fees	57,000.00
P19-04157	Costco Wholesale	DRIFFILL	matl/supp-instructional	1,000.00
P19-04158	Stanford Ticket Office	ED SERVICES	CONF	1,990.00
P19-04159	LEARNING A-Z	HAYDOCK	LICENSE/INSTRUCTION	96.92
P19-04160	Dave Bang Associates Inc	FACILITIES	Prof Service /Def Maint / Fremont PE Equipt	23,788.92
P19-04161	Ventura Co Office Of Education	CURREN	conf/ instructional	120.00
P19-04162	Ventura Co Office Of Education	CURREN	conf- instructional	15.00
P19-04163	Dell Direct Sales Lp	Special Ed	MATLS	203.64
P19-04164	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,569.11
P19-04165	Amazon Com	RISK MGMT	ERGO MATERIALS/SUPPLIES	354.47
P19-04166	Office Depot Bus Ser Div	LEMONWOOD	MATLS/SUPL (F&M)	76.38
P19-04167	Uline	LEMONWOOD	MATLS/SUPL (F&M)	326.27
P19-04168	Lakeshore Learning Materials	HAYDOCK	MATL/SUPPLY-INSTRUCTION	983.18
P19-04169	BSN Sports	DRIFFILL	MATL/SUPP-instructional	1,299.47
P19-04170	Costco Wholesale	DRIFFILL	MAT/SUPP - instructional	593.43
P19-04171	Regency Lighting	WAREHOUSE	Stores Supplies	1,321.02
P19-04172	School Health Corporation	WAREHOUSE	Stores Supplies	1,130.08
P19-04173	Amazon Com	RITCHEN	MATL/SUP-Instructional	867.39
P19-04174	Amazon Com	BREKKE	BKS-Instructional	139.58

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PO Number	Vendor Name	Loc	Description	Order Amount
P19-04175	CONTINUED.COM	Special Ed	MEMB	267.00
P19-04176	Children's Museum of Santa Barbara, MOXI	SORIA	SERV - Instructional	250.00
P19-04177	Children's Museum of Santa Barbara, MOXI	SORIA	SERV - Instructional	250.00
P19-04178	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	24.30
P19-04179	Old Mission Santa Barbara, Inc	BREKKE	serv	363.00
P19-04180	CN School & Office Sol, Inc Cui	LEMONWOOD	BOND/EQUIP-MATL-SUP (F&E - ADDTL LIBRARY SHELIVING)	3,789.17
P19-04181	Scholastic Inc	LEMONWOOD	BOOKS (Instructional)	952.96
P19-04182	Sunshine Cottage Sch For Deaf	Special Ed	MAT/SUPL	105.08
P19-04183	School Tech Supply	LEMONWOOD	COMPUTER EQUIPMENT (Admin)	4,495.72
P19-04184	Super Duper Inc	Special Ed	MATL/SUP (K.Dapron)	140.95
P19-04185	Barnes And Noble	FREMONT	Materials and Supplies Instructional	63.61
P19-04186	Calif Assn Of Latino Supt & Ad	ENGLISH LEARNE	MEMB	200.00
P19-04187	Sheraton San Diego Hotel & Mar	TRANSPORTATIO	CONF \ TRAVEL	1,521.45
P19-04188	KWANG SUNG LEE K & S LAWN MOWER	FACILITIES	Prof Service	1,500.00
P19-04189	Amazon Com	Special Ed	MATL/SUP	26.94
P19-04190	School Serv Of Calif Inc	BUSINESS	CONF	250.00
P19-04191	Amazon Com	SAN MIGUEL	Materials & Supplies	72.24
P19-04192	Office Depot Bus Ser Div	LEMONWOOD	MATLS/SUPL (F&M)	65.47
P19-04193	Costco Wholesale	HR	Supp-	500.00
P19-04194	Curriculum Associates Inc	Special Ed	MAT/SUPL	4,821.61
P19-04195	California Electric Company	FACILITIES	Def Maint / Prof Service / Chavez	650.00
P19-04196	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,136.68
P19-04197	Lakeshore Learning Materials	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	38.75
P19-04198	EMBASSY SUITES ANAHEIM SOUTH	SORIA	CONF	3,129.93
P19-04199	PRECISION DISPOSABLE PRODUCTS	WAREHOUSE	Stores Supplies	1,155.62
P19-04200	CN School & Office Sol, Inc Cui	LEMONWOOD	BOND/EQUIP (F&E - EMERG CARD FILE)	549.53
P19-04201	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	1,194.04
P19-04202	CCI Office Technologies	GRAPHICS	Materials and Supplies	3,870.53
P19-04203	Ashton Awards Inc Aswell Troph y	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	112.49
P19-04204	Lakeshore Learning Materials-V	NFL	Mat/Sup - Instruction	424.93
P19-04205	BMI Systems Group	RAMONA	Matl supplies- clear labels for Ipads *roderick	126.67
P19-04206	DMEC	RISK MGMT	RENEWAL MEMBERSHIP FEE	199.00
P19-04207	Greg & Steve Productions	MCAULIFFE	SERV-Instructional	40.00
P19-04208	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	2,438.29
P19-04209	Lowe's	NFL	Mat/Sup - Instruction	154.80
P19-04210	Amazon Com	FACILITIES	Materials and Supplies	57.59
P19-04211	Amazon Com	SAN MIGUEL	Materials & Supplies	201.56
P19-04212	Sinclair Sanitary Supply Inc	ELM	BOND/ (F&E - ELM FLOOR MATS)	6,538.89
P19-04213	Scholastic Inc	SIERRA LINDA	BKS (Pascual)	198.85
P19-04214	School Life, div of ImageStuff	DRIFFILL	MATL/SUPP-instructional	730.37

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PO Number	Vendor Name	Loc	Description	Order Amount
P19-04215	Lakeshore Learning Materials	SIERRA LINDA	MATL/SUPP (Newman)	200.00
P19-04216	Lakeshore Learning Materials	SIERRA LINDA	MATL/SUPP (Pauley)	193.31
P19-04217	Scholastic Inc	SIERRA LINDA	BKS (Valle)	76.50
P19-04218	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	ENGLISH LEARNE	MTLS LCAP 3.07	114.22
P19-04219	See's Candies, Inc	SAN MIGUEL	Materials & Supplies	4,435.15
P19-04220	Ventura Co Star	PURCHASING	LEGAL ADS (MCA/BRE)	1,989.16
P19-04221	Ventura Co Star	PURCHASING	LEGAL ADS (FRE/ROOF)	2,060.52
P19-04222	MHS Inc	Special Ed	MAT/SUPL	189.64
P19-04223	Fun and Function	Special Ed	MATL/SUP	276.46
P19-04224	Super Duper Inc	Special Ed	MATL/SUP (VanOtten)	98.92
P19-04225	School Specialty Inc	Special Ed	MATL/SUP (OT-E.Levine)	146.76
P19-04226	Ashton Awards Inc Aswell Troph y	LEMONWOOD	MAT/SUPPLIES (Instructional)	85.66
P19-04227	Amazon Com	Special Ed	Matl's	104.60
P19-04228	Ventura Co Office Of Education	Special Ed	MATLS(S. PILGRAM)	100.00
P19-04229	Amazon Com	ED SERVICES	MATL/SUP	3,683.75
P19-04230	Grainger Inc	CNS	supplies	65.15
P19-04231	Pavement Engineering Inc	FACILITIES	Def Maint / Brekke Asphalt	4,890.00
P19-04232	Dave Bang Associates Inc	LEMONWOOD	BOND/MATL-SUP (F&E - MISC. PLAY STRUCTURE PARTS)	3,622.35
P19-04233	School Tech Supply	CURREN	matl/sup - instructional	266.89
P19-04234	CN School & Office Sol, Inc Cui-ver-Newlin	MCAULIFFE	LCFF/DONATION/EQUIP (PICNIC TABLES)	9,937.12
P19-04235	First Book	FREMONT	BKS-Instructional	294.69
P19-04236	Starfall Education Foundation	RAMONA	online subs- renewal of star fall app	270.00
P19-04237	Home Depot Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	356.67
P19-04238	Carnegie Art Museum Cornerst	MCKINNA	SERV-instructional	285.00
P19-04239	Greenfield Learning Inc	RAMONA	online subs., apps-instructional LEXIA renewal	9,500.00
P19-04240	SDL, INC	Special Ed	SOFTWARE	3,333.22
P19-04241	School Tech Supply	Special Ed	COMP EQUIP (SPED)	5,966.97
P19-04242	School Tech Supply	BUDGET	Surface Book Laptop	619.95
P19-04243	Amazon Com	Special Ed	COMP SUP (AAC/GLASS PROTECTOR)	1,288.69
P19-04244	School Tech Supply	Special Ed	COMP EQUIP/MATLS	5,966.97
P19-04245	CDW G	IT	SOFTWARE (LCAP 1:40)	8,170.00
P19-04246	Calif Dept Of Educ	ASSESS ACCOUN	Conf - Testing	100.00
P19-04247	DoubleTree by Hilton Hotel Los Angeles- Commerce	ASSESS ACCOUN	Conf - Testing	358.56
P19-04248	GOBULK.COM	MARSHALL	MATLS/ SUPL	77.00
P19-04249	Hotel Solamar & J Six Restaura	FREMONT	Travel and Conference/Instructional	1,257.72
P19-04250	MJP Technologies, Inc	IT	SERV (VMWARE Tom)	2,052.50
P19-04251	Learning Plus Associates	FREMONT	MATL/SUP-Instruction	849.15
P19-04252	Lakeshore Learning Materials	RAMONA	Matl/supplies-instructional lakeshore (RSP)	147.56
P19-04253	Children's Museum of Santa Barbara, MOXI	ED SERVICES	SERV-Admission Field Trip	250.00
P19-04254	Lakeshore Learning Materials	MCAULIFFE	Mat/Supl-Instructional	346.14
P19-04255	Super Duper Inc	Special Ed	MATL/SUP (S. Muth)	215.45
P19-04256	School Outfitters	Special Ed	MATL/SUP	298.07
P19-04257	Las Virgenes Usd	SAN MIGUEL	Conference	75.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P19-04258	Scholastic Inc	SAN MIGUEL	Curriculum Books (Lorena)	119.12
P19-04259	Ventura Co Office Of Education	Special Ed	SERV(SUPERVISION)	481.15
P19-04260	Amazon Com	SAN MIGUEL	Materials & Supplies	369.70
P19-04261	Amazon Com	SAN MIGUEL	Materials & Supplies	106.02
P19-04262	Amazon Com	MARINA	MATL/SUPL-Instructional	38.19
P19-04263	School Specialty Inc	SAN MIGUEL	Materials & Supplies	732.03
P19-04264	Oxnard Performing Arts Center	HAYDOCK	RENTAL	4,248.00
P19-04265	Demco Inc	FRANK	MATL/SUP - INSTRUCTIONAL	125.98
P19-04266	CDW G	FRANK	MATL/SUP - INSTRUCTIONAL	579.70
P19-04267	Old Mission Santa Barbara, Inc	CHAVEZ	ENTRANCE FEES-INSTRUCTIONAL	601.00
P19-04268	B & H Foto & Electronics Corp	IT	EQUIP (OSD TV)	7,537.11
P19-04269	Oriental Trading Co Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	61.84
P19-04270	Amazon Com	SAN MIGUEL	Materials & Supplies	126.46
P19-04271	Brookes Publishing Company	Special Ed	MAT/SUPL	222.00
P19-04272	LOGICLOFT, LLC	HR	Serv-	8,550.00
P19-04273	Ventura Co Office Of Education	MARSHALL	CONF	15.00
P19-04274	School Tech Supply	BUSINESS	EQUIP	1,136.73
P19-04275	Pavement Engineering Inc	FACILITIES	Def Maint / McAuliffe Asphalt	3,507.26
P19-04276	CN School & Office Sol, Inc Cu Iver-Newlin	LEMONWOOD	BOND/EQUIP-MATL SUP (F&E - ADMIN OFFICE)	3,120.44
P19-04277	SANTA BARBARA ZOO	DRIFFILL	SERV-instructional	288.00
P19-04278	Ventura Co Office Of Education	ED SERVICES	CONF	150.00
P19-04280	Chef's Toys & Star Rest Equip	CNS	equipment	3,918.72
P19-04281	Uline	LEMONWOOD	MATLS/SUPL (F&M)	122.67
P19-04282	Grainger Inc	FRANK	MATL/SUP - INSTRUCTIONAL	2,711.33
P19-04283	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,007.51
P19-04284	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	193.95
P19-04285	School Tech Supply	CHAVEZ	COMP EQUIP-INSTRUCTIONAL	2,896.32
P19-04286	ESGI	RITCHEN	SOFTWARE-INSTRUCTIONAL	159.00
P19-04287	ESGI	RITCHEN	SOFTWARE-INSTRUCTIONAL	159.00
P19-04288	ESGI	RITCHEN	SOFTWARE-INSTRUCTIONAL	159.00
P19-04289	ESGI	RITCHEN	SOFTWARE-INSTRUCTIONAL	159.00
P19-04290	Batteries Plus- Camarillo	WAREHOUSE	Stores Supplies	152.90
P19-04291	Printech	WAREHOUSE	Stores Supplies	1,814.08
P19-04292	Dell Direct Sales Lp	MARINA	COMP/SUPL/SOFT- Instr	338.85
P19-04293	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	5,882.46
P19-04294	Oriental Trading Co Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	395.83
P19-04295	Smart And Final Iris Co	WAREHOUSE	Stores Supplies	329.97
P19-04296	Costco Wholesale	IT	MATL/SUP (Instructional)	600.00
P19-04297	CYNTHIA Z. HANSEN	Special Ed	SERV	20,000.00
P19-04298	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	3,000.00
P19-04299	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	Pupil Srvs	CONF	80.00
P19-04300	Factory Express	GRAPHICS	Materials and Supplies	628.64
P19-04301	Guitar Center	RITCHEN	MATL/SUP-Instructional	195.43
P19-04302	Learning Rights Law Center Client Trust Account	BUSINESS	SERV-attorney fees	10,000.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P19-04303	Ventura Co Sch Self-Funding	BUSINESS	Salry Settlement Agreement	40,692.39
P19-04304	Kelly Paper	GRAPHICS	Materials and Supplies	1,970.48
P19-04305	NOLTE ASSOCIATES INC	FACILITIES	BOND/SITE (ENV SUPP SVCS - MCK RECON PROJ)	6,105.00
P19-04306	Costco Wholesale	CNS	SUP	62.57
P19-04307	Harbor Freight Tools	HARRINGTON	MATERIALS & SUPPLIES ADMIN	32.28
P19-04308	CN School & Office Sol, Inc Cui Iver-Newlin	RITCHEN	MATL/SUP (SCHULTZ/URIBE)	557.18
P19-04309	Ventura Co Office Of Education	FRANK	Conf- Instructional	150.00
P19-04310	Office Depot Bus Ser Div	FRANK	Matl/Sop. - Instructional	246.39
P19-04311	VCOE - 0950	RAMONA	conf-VCOE workshop L3 Series	500.00
P19-04312	Amazon Com	ASES	BKS-Instruction	99.10
P19-04313	Amazon Com	RITCHEN	MATL/SUP-Instructional	140.61
P19-04314	Ventura Co Office Of Education	Special Ed	SERV(SUPERVISION/HH)	1,507.13
P19-04315	Ventura Co Office Of Education	Special Ed	SERV(SESS)	62,118.00
P19-04316	Amazon Com	LEMONWOOD	BOOKS (Instructional)	38.84
P19-04317	Ventura Co Office Of Education	Special Ed	Intermediate Excel Training at VCOE	50.00
P19-04318	Costco Wholesale	FRANK	MATL/SUP - INSTRUCTIONAL	161.63
P19-04319	Office Depot Bus Ser Div	FRANK	MATL/SUP - INSTRUCTIONAL	109.17
P19-04320	Office Depot Bus Ser Div	KAMALA	Materials & Supplies- Admin	112.13
P19-04321	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Inst	172.72
P19-04322	NAEYC	NFL	Membership - Admin	150.00
P19-04323	Amazon Com	CURREN	matl/sup - instructional	242.44
P19-04324	Amazon Com	Special Ed	MATL/SUP (D. Samuels)	188.36
P19-04325	Carnegie Art Museum Cornerst	MCKINNA	serv-instructional	285.00
P19-04326	Amazon Com	Special Ed	MATL/SUP (Marshall)	11.62
P19-04327	SCHOOL'S IN, LLC	CURREN	equip- instructional	2,383.74
P19-04328	City Of Oxnard (Rec Svcs) Rec & Comm Svcs	CURREN	serv- instructional	150.00
P19-04329	Amazon Com	RITCHEN	MATL/SUP-Instructional	93.71
P19-04330	Gametime, Inc	ELM	BOND/EQUIP (F&E - ELM MAIN PLAYGROUND)	91,300.34
P19-04331	School Datebooks	FRANK	Matl/Sup - Instructional	5,599.72
P19-04332	Lakeshore Learning Materials	FRANK	MATL/SUP - INSTRUCTIONAL	184.19
P19-04333	Coast To Coast Computer Prod	ASES	MTRL/SUPL	288.80
P19-04334	Oriental Trading Co Inc	RAMONA	Matl/supplies- AR awards (oriental trading)	370.63
P19-04335	SANTA BARBARA ZOO	FRANK	SERV. - INSTRUCTIONAL	333.00
P19-04336	Lakeshore Learning Materials	MCKINNA	Matl/sup-instructional	100.00
P19-04337	Voyager Sopris Learning, Inc	FRANK	MATL/SUP	66.82
P19-04338	Lakeshore Learning Materials	FRANK	MATL/SUP - INSTRUCTIONAL;	196.37
P19-04339	Gym Closet	CURREN	matl/sup -instructional	1,138.02
P19-04340	Super Duper Inc	Special Ed	MATL/SUP (A.Cadang)	107.70
P19-04341	Super Duper Inc	Special Ed	MATL/SUP (J.Miadich-Freilich)	204.51
P19-04342	Super Duper Inc	Special Ed	MATL/SUP (L.Kaprielian)	98.92
P19-04343	Lakeshore Learning Materials	MCKINNA	Matl/sup-instructional	300.00
P19-04344	Veritiv Operating Company	GRAPHICS	Materials and Supplies	7,648.32
P19-04345	Jostens, Inc	CURREN	matl/sup - instructional	2,909.08
P19-04346	IMAGE APPAREL FOR BUSINESS	FACILITIES	SERV (18-19 FACILITIES UNIFORMS)	108.04
P19-04347	METRO OFFICE SYSTEMS INC	Special Ed	EQUIP	11,203.75

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PO Number	Vendor Name	Loc	Description	Order Amount
P19-04348	School Tech Supply	SORIA	COMP SUPP - Instructional	10,497.93
P19-04349	Mariposa Landscapes, Inc	FACILITIES	Prof Service / Drifill	12,750.00
P19-04350	AliMed Inc	IT	MATL/SUP (cable covers)	428.85
P19-04351	Dell Direct Sales Lp	RITCHEN	MATL/SUPPLY-Admin	102.24
P19-04352	Apple Computer Inc	IT	COMP SUP/EQUIP	1,606.17
P19-04353	EVENTBRITE, INC	HR	Conf-	160.00
P19-04354	Best Buy	RITCHEN	MATL/SUP-ADMIN	678.26
P19-04355	SCHOOL'S IN, LLC	RITCHEN	MATL/SUP-Instructional	890.63
P19-04356	Perma Bound Books	RITCHEN	Books other than Textbooks-Instructional	248.33
P19-04357	Amazon Com	HR	Supp-	41.48
P19-04358	Harris Water Conditioning	LEMONWOOD	RENTAL (Instruction0	143.00
P19-04359	ANIXTER INC	FACILITIES	Lemonwood bond funds / Materials and Supplies	425.57
P19-04360	Amazon Com	PURCHASING	MATLS/SUPL	19.38
P19-04361	Professional Binding Products	GRAPHICS	Materials and Supplies	345.13
P19-04362	Amazon Com	DRIFFILL	matl/supp-instructional	1,307.71
P19-04363	Insect Lore Products	MCKINNA	Mtl/sup-instructional	35.11
P19-04364	Lakeshore Learning Materials	RITCHEN	MATL/SUP-Instructional	500.00
P19-04365	Extreme Clean	WAREHOUSE	Stores Supplies	5,495.25
P19-04366	Veritiv Operating Company	WAREHOUSE	Stores Supplies	7,444.45
P19-04367	Sacramento Co Office Of Ed	ASSESS ACCOUN	Conf - Assessment	350.00
P19-04368	Best Buy	HARRINGTON	MATERIALS & SUPPLIES ADMIN	73.26
P19-04369	Lowe's	RISK MGMT	SAFETY MATERIALS/SUPPLIES	195.10
P19-04370	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,844.13
P19-04371	POSTCARDGURU PRINT & PROMO	CURREN	matl/sup - instructional	283.92
P19-04372	Apple Computer Inc	FREMONT	MAT/SUP INSTRUCTION	20.47
P19-04373	COMPUWAVE	BUDGET	Toner Cartridge	225.20
P19-04374	Southwest Airlines	HR	Conf-	201.96
P19-04375	Lakeshore Learning Materials	MCKINNA	mat/sup-instructional	267.14
P19-04376	Fence Factory	FACILITIES	DEF MAINT/BLDG (HAY/CHA FENCING)	53,010.00
P19-04377	Demco Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	331.46
P19-04378	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	DRIFFILL	matl/supp-instructional	339.41
P19-04379	Amazon Com	DRIFFILL	MATL/SUPP-instructional	428.89
P19-04380	Criterion Environmental Inc	FACILITIES	Prof Service / Def Maint / ESC Roof	4,100.00
P19-04381	Walmart	MCKINNA	Matl/sup-instructional	105.00
P19-04382	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	111.24
P19-04383	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES ADMIN	476.54
P19-04384	Lakeshore Learning Materials	LEMONWOOD	BOND/MATL-SUP (KDG - CLASSROOM RUGS)	1,961.27
P19-04385	Lifetouch	DRIFFILL	MATL/SUPP-INSTRUCTIONAL	1,100.00
P19-04386	Leadership Associates LLC Attn : Linda Hunt	SUPERINTENDEN	Leadership Associates Services Agreement	22,500.00
P19-04387	Sinclair Sanitary Supply Inc	FACILITIES	Materials and Supplies / Chavez	856.25
P19-04388	Amazon Com	FACILITIES	Materials and Supplies	47.38
P19-04389	Amazon Com	FACILITIES	Materials and Supplies	298.46
P19-04390	HOME COUNTY PIZZA INC DOMINO'S PIZZA	CNS	supplies	750.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P19-04391	SEBOS, INC. ADVANCED SANITATIO N	FACILITIES	Prof Service	400.00
P19-04392	Office Depot Bus Ser Div	SUPERINTENDEN	PIO - Order: camera case, toner cartridge	225.89
P19-04393	California Electric Company	FACILITIES	DEF MAINT/BLDG (CHA MPR SUB-PANEL)	15,850.00
P19-04394	Pitsco Inc	SORIA	Matls/Sup - Instructional	1,059.80
P19-04395	Raymond Geddes And Co Inc	HAYDOCK	MATERIAL/SUPPLY-INSTRUCTION	330.49
P19-04396	Sunrise Phys Therapy Svcs In	RISK MGMT	ERGO MATERIALS & SUPPLIES	2,025.43
P19-04397	Gopher Sport	LEMONWOOD	MAT/SUPPLIES (Instructional)	7,882.30
P19-04398	Gopher Sport	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	1,431.66
P19-04399	ROBERT W. NORRIS VENTURA SIGNS &SCREEN PRINTING	DRIFFILL	matl/supp-instructional	1,991.22
P19-04400	Epic Sports, Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	225.73
P19-04401	Amazon Com	SORIA	Matls/Sup - Instructional	1,663.21
P19-04402	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,622.32
P19-04403	Amazon Com	MCAULIFFE	MAT/SUPL-Instructional	427.38
P19-04404	Ventura Co Office Of Education	CURREN	conf - instructional	130.00
P19-04405	Ventura Co Office Of Education	SUPERINTENDEN	Workshop MeSeum of Best Practices VCOE	100.00
P19-04406	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	2,674.45
P19-04407	Amazon Com	MARSHALL	MATLS	3,115.90
P19-04408	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	252.48
P19-04409	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	344.78
P19-04410	Palos Sports Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	257.95
P19-04411	Ventura Co Office Of Education	Pupil Svcs	conf	1,300.00
P19-04412	National Business Institute	FREMONT	Travel and Conference/ Instructional	359.00
P19-04413	XPRESSMYSELF.COM LLC SMARTSIGN	KAMALA	Materials & Supplies-Inst	1,379.85
P19-04414	CALIFORNIA SCHOLARSHIP FEDERAT ION INC	FREMONT	Materials and Supplies/ Instructional	261.31
P19-04415	Rochester 100, Inc	MCAULIFFE	MATL/SUPL-Instructional	2,036.48
P19-04416	Oriental Trading Co Inc	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	329.56
P19-04417	Home Depot Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	931.67
P19-04418	Calif Dept Of Educ	ENGLISH LEARNE	MTLS	790.70
P19-04419	Apple Computer Inc	RAMONA	BOND/MATL-SUP (F&E - RAM KDG FLEX - APPLE TV)	321.10
P19-04420	School Tech Supply	RAMONA	BOND/EQUIP-MATL-SUP (F&E - RAM KINDER FLEX)	20,412.78
P19-04421	KURT WILLIAM MASSEY DYNAMIC MO UNTING LLC	RAMONA	BOND/MATL-SUP (F&E - RAM KINDER FLEX)	2,834.49
P19-04422	MJP Technologies, Inc	RAMONA	BOND/EQUIP (F&E - RAM KINDER FLEX - UPS)	1,468.85
P19-04423	Barnes And Noble	HAYDOCK	BKS/INSTRUCTIONAL	581.21
P19-04424	OfficeSupply.com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	330.64
P19-04425	Scholastic Inc	FREMONT	BOOKS - INSTRUCTIONAL	101.33
P19-04426	Oriental Trading Co Inc	MARSHALL	MTLS/SUPL	185.56

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PO Number	Vendor Name	Loc	Description	Order Amount
P19-04427	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	ENGLISH LEARNE	Conf	3,850.00
P19-04428	School Tech Supply	RITCHEN	MATLS/SUP-instructional	3,043.38
P19-04429	DELTA EDUCATION	CURREN	matl/sup-instructional	5,037.15
P19-04430	FOOTWORKS YOUTH BALLE T INC	LEMONWOOD	SERV - instructional	108.00
P19-04431	School Tech Supply	MARSHALL	equip/matls	980.50
P19-04432	Ashton Awards Inc Aswell Troph y	ED SERVICES	MATL/SUPP	96.98
P19-04433	City Of Ventura	SIERRA LINDA	ENTRANCE FEE (Pilgram/Fernandez)	1,220.00
P19-04434	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES -INSTRUCTION	37.07
P19-04435	Amazon Com	DRIFFILL	matl/supp-instructional	124.06
P19-04436	DELTA EDUCATION	CURREN	matl/sup - instructional	3,527.09
P19-04437	School Tech Supply	HR	Comp-	2,319.85
P19-04438	School Tech Supply	MCKINNA	comp-instructional	2,063.40
P19-04439	Greenfield Learning Inc	HARRINGTON	ONLINE SUBSCRIPTION- INSTRUCTION	11,000.00
P19-04440	Maad Graphics	CURREN	matl/sup - instructional	775.80
P19-04441	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,554.84
P19-04442	Amazon Com	MCKINNA	matl/sup-instructional	928.76
P19-04443	Alphasl Us	IT	SOFTWARE (SSL Certificate/Kranzler)	268.00
P19-04444	CDW G	RAMONA	BOND/EQUIP (F&E - NETWORK EQUIP - RAM KDG FLEX)	3,415.98
P19-04445	MESA ENERGY SYS INC dba EMCOR SVCS MESA ENERGY	FACILITIES	DEF MAINT/BLDG (KAM/ESC HVAC)	52,120.00
P19-04446	Office Depot Bus Ser Div	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	474.08
P19-04447	Office Depot Bus Ser Div	HAYDOCK	MATL/SUPPLY-INSTRUCTION	374.38
P19-04448	COMPUWAVE	BUDGET	Toner Cartridge	506.43
P19-04449	Lakeshore Learning Materials	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	4,451.83
P19-04450	CN School & Office Sol, Inc Cu Iver-Newlin	CNS	equipment-038	1,124.90
P19-04451	CN School & Office Sol, Inc Cu Iver-Newlin	LEMONWOOD	BOND/EQUIP (F&E - FILE CAB-COUNSELOR)	399.35
P19-04452	AVID CENTER REGISTRATIONS	ASSESS ACCOUN	Conf - LCAP 1.23	45,375.00
P19-04453	HECTOR RAMOS OUTCAST SPORTS AN D APPAREL	SORIA	MATL/SUP (Instructional)	3,100.00
P19-04454	AVID CENTER REGISTRATIONS	ENGLISH LEARNE	Travel/Conf LCAP 1.32	23,100.00
P19-04455	Scentco, Inc	MCAULIFFE	MATL/SUPL-Instructional	578.92
P19-04456	Island Packers Co	ENGLISH LEARNE	SERV LCAP 1.37	537.00
P19-04457	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	1,611.94
P19-04458	Blick Art Materials	HAYDOCK	MATL/SUPPLY-INSTRUCTION	4,572.91
P19-04459	Blick Art Materials	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,745.81
P19-04460	HOTEL CORQUE	ENGLISH LEARNE	Conf	225.00
P19-04461	ACSA REGION XIII	ENGLISH LEARNE	Conf	50.00
P19-04462	AUTISM SOCIETY VENTURA COUNTY	DRIFFILL	SERV-instructional	810.00
P19-04463	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	172.34
P19-04464	Amazon Com	Pupil Srvs	MATL/SUP	28.29
P19-04465	Stanford University	ED SERVICES	CONF	1,400.00
P19-04466	AUTISM SOCIETY VENTURA COUNTY	PERSONNEL	SERV-Recruit	100.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P19-04467	HOTEL CORQUE	ASES	CONF	225.00
P19-04468	ACSA REGION XIII	ASES	CONF	50.00
P19-04469	HOTEL CORQUE	ED SERVICES	CONF	450.00
P19-04470	CROWNE PLAZA LA AIRPORT	ED SERVICES	CONF	368.99
P19-04471	CN School & Office Sol, Inc Cu Iver-Newlin	ELM	BOND/MATL-SUP (F&E - METAL BOOKCASES PRINTER RMS)	976.93
P19-04472	Island Packers Co	SIERRA LINDA	ENTRANCE FEE (5th grade)	1,859.00
P19-04473	Amazon Com	FACILITIES	Materials and Supplies	256.99
P19-04474	Amazon Com	FACILITIES	Equipment	845.84
P19-04475	Amazon Com	RISK MGMT	SAFETY MATERIALS & SUPPLIES	371.57
P19-04476	CHARLES M PARRENT DBA/ FALCON ROOFING COMPANY	FACILITIES	Def Maint / Roofing / San Miguel	2,203.27
P19-04477	Total Compensation Systems Inc	BUDGET	Services/Actuarial Study	7,920.00
P19-04478	Premier Agendas Inc	ELM	MATL/SUPP-INSTRUCTIONAL	1,650.15
P19-04479	FAT BRAIN TOYS, INC	HAYDOCK	MATL/SUPPLY-INSTRUCTION	204.57
P19-04480	Amazon Com	DRIFFILL	matl/supp-instructional	418.89
P19-04481	ACSA REGION XIII	NFL	CONF - Admin	50.00
P19-04482	ACSA REGION XIII	ED SERVICES	CONF	150.00
P19-04483	El Pollo Loco	ED SERVICES	CONF	1,346.88
P19-04484	Panera Bread	HR	Negotiations Materials and supplies	85.33
P19-04485	Carolina Biological Supply	HAYDOCK	MATL/SUPPLY-INSTRUCTION	192.69
P19-04486	DELTA EDUCATION	CURREN	matl/sup - instructional	11,033.64
P19-04487	FOLLETT SCHOOL SOLUTIONS, INC	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	1,347.54
P19-04488	Perma Bound Books	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	805.45
P19-04489	School Tech Supply	FACILITIES	Computer Equipt	217.99
P19-04490	Insect Lore Products	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	75.40
P19-04491	NETWORK CRAZE TECHNOLOGIES INC	KAMALA	MATERIALS & SUPPLIES-ADMIN	221.56
P19-04492	Petroleum Telcom Inc DBA Telecom	KAMALA	Materials & Supplies-Admin	631.85
P19-04493	Southwest Airlines	ED SERVICES	CONF	482.68
P19-04494	Amazon Com	RITCHEN	MATL/SUP-Instructional	123.91
P19-04495	Amazon Com	BREKKE	Mat/SUP-Instructional	139.61
P19-04496	Rochester 100, Inc	RITCHEN	MATL/SUP-Instructional	472.75
P19-04497	Discount School Supply	RITCHEN	MATL/SUP-INSTRUCTIONAL	571.44
P19-04498	Ventura Co Office Of Education	BUSINESS	CONF	50.00
P19-04499	Office Depot Bus Ser Div	Enrollment Ctr	Materials	746.89
P19-04500	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Admin	135.30
P19-04501	Office Depot Bus Ser Div	HAYDOCK	MATL/SUPPLY-INSTRUCTION	1,674.37
P19-04502	Home Depot Inc	HAYDOCK	MATL/SUPPLY-INSTRUCTION	998.87
P19-04503	COMPUWAVE	RITCHEN	MATL/SUP-Instructional	2,955.04
P19-04504	IMAGE ONE CORP	BUSINESS	SERV	2,225.00
P19-04505	RESIDENCE INN BY MARRIOTT ONTA RIO/RANCHO CUCAMONGA	ENGLISH LEARNE	Conf	419.32
P19-04506	COURTYARD MARRIOTT RANCHO BERN ARDO	PERSONNEL	conf	986.09
P19-04507	HOTEL CORQUE	NFL	CONF - Admin	600.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P19-04508	El Pollo Loco	HR	Supp-	230.05
P19-04509	Amazon Com	RAMONA	matl/supplies-instruction STREAM night supplies	290.55
P19-04510	Perma Bound Books	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	456.86
P19-04511	FOLLETT SCHOOL SOLUTIONS, INC	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	110.48
P19-04512	Perma Bound Books	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	572.78
P19-04513	Alto Imaging Technologies	GRAPHICS	Materials and Supplies	711.15
P19-04514	Amazon Com	MARSHALL	MATL/ SUPL	117.74
P19-04515	Gopher Sport	MCAULIFFE	MATL/SUPL-Instructional	6,894.92
P19-04516	Perma Bound Books	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	456.86
P19-04517	Rochester 100, Inc	CHAVEZ	MATERIAL AND SUPPLIES-INSTRUCTIONAL	341.48
P19-04518	Oriental Trading Co Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	209.24
P19-04519	S & S WORLDWIDE, INC	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	1,210.02
P19-04520	Oriental Trading Co Inc	CHAVEZ	MATERIALS AND SUPPLIES-INCENTIVES	123.35
P19-04521	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	659.83
P19-04522	Parent Project Inc	ELM	MATL/SUPP-PARENT PARTICIPATION	820.62
P19-04523	Summit Safety LLC Summit Sign & Safety	MCAULIFFE	MATL/SUPLL-Instructional	819.76
P19-04524	Lakeshore Learning Materials	SORIA	Mats/Sup - Instructional	590.47
P19-04525	Amazon Com	SORIA	Mats/Sup - Instructional	348.72
P19-04526	Premier Agendas Inc	CURREN	serv-instructional	2,278.91
P19-04527	COSTCO WHOLESALE CORPORATION	SAN MIGUEL	Materials & Supplies	323.25
P19-04528	BSN Sports	WAREHOUSE	Stores Supplies	190.18
P19-04529	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	2,196.16
P19-04530	School Health Corporation	WAREHOUSE	Stores Supplies	151.02
P19-04531	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	2,075.91
P19-04532	Veritiv Operating Company	WAREHOUSE	Stores Supplies	5,777.02
P19-04533	Rochester 100, Inc	ELM	MATL/SUPP- INSTRUC.	597.58
P19-04534	Rochester 100, Inc	CURREN	mat/sup - instructional	2,119.50
P19-04535	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	3,094.58
P19-04536	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	4,734.75
P19-04537	Demco Inc	FREMONT	Materials and Supplies Instructional	162.70
P19-04538	Amazon Com	FREMONT	Materials and Supplies/Instructional	21.53
P19-04539	Oriental Trading Co Inc	FREMONT	MAT/SUP-INSTRUCTIONAL	143.63
P19-04540	Amazon Com	FREMONT	Materials and Supplies/Instructional	291.67
P19-04541	OfficeSupply.com	FREMONT	Materials and Supplies (Instructional)	457.58
P19-04542	Amazon Com	FREMONT	Materials and Supplies	18.54
P19-04543	Lakeshore Learning Materials	CHAVEZ	MATERIALS AND SUPPLIES-INCENTIVES	207.90
P19-04544	KAPCO	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	1,036.24

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PO Number	Vendor Name	Loc	Description	Order Amount
P19-04545	Amazon Com	FREMONT	Materials and Supplies/Instructional	609.64
P19-04546	Demco Inc	FREMONT	Materials and Supplies Instructional	106.89
P19-04547	Carolina Biological Supply	FREMONT	Materials and Supplies (Instructional)	631.14
P19-04548	US School Supply Inc	ELM	MATL/SUPP-INSTRUCTIONAL	62.19
P19-04549	Amazon Com	FREMONT	Materials and Supplies (Instructional)	265.04
P19-04550	COSTCO WHOLESALE CORPORATION	LEMONWOOD	MAT/SUPPLIES (Instructional)	230.00
P19-04551	Amazon Com	SORIA	Mats/Sup - Instructional	20.01
P19-04552	Ventura Co Office Of Education	IT	CONF/Travel	50.00
P19-04553	The Markerboard People Inc	FREMONT	Materials and Supplies	537.63
P19-04554	Walmart	MCKINNA	mat/sup-instructional	100.00
P19-04555	Ellison Educational Equip	MCAULIFFE	MATL/SUPL-Instructional	465.11
P19-04556	Amazon Com	DRIFFILL	mat/supp-instructional	354.50
P19-04557	Oriental Trading Co Inc	MARSHALL	MATL/SUPL/T1	191.63
P19-04558	AGAINST THE FLOW DJS	LEMONWOOD	SERVICES (Instructional)	300.00
P19-04559	School Life, div of ImageStuff	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	501.62
P19-04560	Bagsinbulk.com	RITCHEN	MATL/SUP-Instructional	367.38
P19-04561	Petroleum Telcom Inc DBA Telecom	MCKINNA	mateials and supplies-instructional	10.78
P19-04562	Ashton Awards Inc Aswell Trophy	FRANK	Mat/Sup - Instructional	474.10
P19-04563	Petroleum Telcom Inc DBA Telecom	MARINA	MAT/SUPL-Instr	37.71
P19-04564	Amazon Com	HAYDOCK	MATL/SUPPLY-INSTRUCTION	818.29
P19-04565	Costco Wholesale	BREKKE	MAT/SUP-Instructional	43.10
P19-04566	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-INCENTIVES	786.22
P19-04567	Azimi Corp dba American Food Co	DRIFFILL	MATL/SUPP-instructional	527.31
P19-04568	VENTURA CO SCHOOL BOARDS ASSOC ATTN ELEANOR TORRES	SUPERINTENDEN	Conf-VCSBA Dinner Meeting	40.00
P19-04569	Ventura Co Star	CNS	SERV	759.78
P19-04570	Heinemann	RITCHEN	MATL/SUP-Instructional	129.53
P19-04571	Ventura Co Office Of Education	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCIONAL	60.00
P19-04572	COUNTY OF VENTURA	CNS	other services	28.00
P19-04573	Perma Bound Books	CHAVEZ	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	2,203.40
P19-04574	Scholastic Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	2,856.82
P19-04575	Lego Education	FREMONT	Materials and Supplies (Instructional)	1,455.22
P19-04576	Polar Electro Inc	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	8,073.00
P19-04577	Morris Printing Group, Inc School Mate	MCKINNA	Mat/sup-instructional	1,604.17
P19-04578	Carolina Biological Supply	FREMONT	MAT/SUPP - INSTRUCTIONAL	3,857.49
P19-04579	School Outfitters	FREMONT	Materials and Supplies (Instructional)	1,549.58
P19-04580	School Specialty Inc	MCAULIFFE	MATL/SUPL-Instructional	1,040.21
P19-04581	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	1,244.51
P19-04582	Veritiv Operating Company	WAREHOUSE	Stores Supplies	5,706.98
P19-04583	Bmi Systems Group	PURCHASING	matls	3,727.97
P19-04584	Amazon Com	MCKINNA	mat/sup-instructional	1,330.63

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PO Number	Vendor Name	Loc	Description	Order Amount
P19-04585	Amazon Com	SORIA	Matls/Sup - Instructional	2,408.03
P19-04586	Universal Printing Sol, Inc	KAMALA	Materials & Supplies-Inst	1,405.36
P19-04587	Office Depot Bus Ser Div	MARSHALL	matls / supl	1,680.71
P19-04588	Amazon Com	MCKINNA	matl/sup-instructional	1,920.75
P19-04589	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	3,215.10
P19-04590	Heinemann	RITCHEN	CONF-Instructional	635.00
P19-04591	ROBERT W. NORRIS VENTURA SIGNS &SCREEN PRINTING	DRIFFILL	MATL/SUPP-instructional	121.76
P19-04592	Lakeshore Learning Materials	FREMONT	Materials and Supplies (Instructional)	80.79
P19-04593	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	66.13
P19-04594	Amazon Com	MARINA	MATL/SUPL-Instructional	64.54
P19-04595	ACSA REGION XIII	BREKKE	CONF-ADMIN	50.00
P19-04596	Manchester Grand Hyatt	ENGLISH LEARNE	Conf/Travel LCAP 1.32	7,950.90
P19-04597	Amazon Com	BREKKE	MAT/SUP-Instructional SPED	97.90
P19-04598	Amazon Com	Special Ed	MATL/SUP (A.Cadang)	97.02
P19-04599	Walmart	MCAULIFFE	MATL/SUPL-Instructional	200.00
P19-04600	Ventura Co Office Of Education	CNS	Excel Registration Class	50.00
Total Number of POs			673	Total
				<u>1,766,527.85</u>

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	588	1,081,661.35
120	CHILD DEVELOPMENT FUND	11	2,470.74
130	CAFETERIA FUND	23	279,027.61
140	DEFERRED MAINTENANCE FUND	13	164,434.86
214	BOND FUND MEASURE D 2016	38	238,933.29
Total Fiscal Year 2019			1,766,527.85
Total			<u>1,766,527.85</u>

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PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P16-05421	33,553,929.73	214-6270	BOND FUND MEASURE D 2016/MAIN BUILDING CONTRA	109,025.77
P18-00039	374,160.00	214-6290	BOND FUND MEASURE D 2016/INSPECTION	99,560.00
P18-03889	845,521.92	214-6270	BOND FUND MEASURE D 2016/MAIN BUILDING CONTRA	3,059.69
P18-04602	1,279,528.41	214-6270	BOND FUND MEASURE D 2016/MAIN BUILDING CONTRA	13,768.04
P19-00001	3,875,000.00	010-5103	GENERAL FUND/COM CARRIER	375,000.00
P19-00015	37,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	12,000.00
P19-00090	750.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	750.00-
P19-00095	5,604.60	010-5632	GENERAL FUND/REPAIRS	500.00
P19-00138	113,600.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	6,600.00
P19-00162	115,000.00	010-5510	GENERAL FUND/UTILITIES NATURAL GAS	35,000.00
P19-00192	1,700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00
P19-00221	4,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,500.00
P19-00227	200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	50.00
P19-00289	9,798.71	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,590.94
P19-00389	5,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00
P19-00392	8,500.00	010-4323	GENERAL FUND/HVAC SUPPLIES	1,000.00
P19-00404	4,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00
P19-00412	23,000.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	3,000.00
P19-00452	2,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,800.00-
P19-00467	3,900.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,400.00
P19-00490	4,000.00	010-4352	GENERAL FUND/LANDSCAPE PLANTS	3,000.00
P19-00497	4,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	500.00
P19-00500	16,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	3,000.00
P19-00501	8,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	606.44
P19-00507	2,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	320.00
P19-00515	14,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	1,500.00
P19-00519	5,500.00	010-4353	GENERAL FUND/EQUIPMENT PARTS	500.00
P19-00554	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,047.07-
P19-00555	3,500.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	1,000.00
P19-00559	28,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	3,000.00
P19-00581	6,900.00	010-4352	GENERAL FUND/LANDSCAPE PLANTS	1,200.00
P19-00620	7,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	500.00
P19-00621	7,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,500.00
P19-00667	7,350.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	400.00
P19-00723	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P19-00900	2,478.25	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	538.75
P19-00973	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P19-00998	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	125.29
P19-01011	71,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	33,000.00
P19-01026	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P19-01037	965,000.00	130-4700	CAFETERIA FUND/FOOD	79,000.00
P19-01158	1,000.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	500.00
P19-01169	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,651.40
P19-01180	2,625.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	125.00
P19-01208	9,500.00	010-4343	GENERAL FUND/LOCKSMITH SUPPLIES	1,000.00
P19-01352	696,210.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	348,000.00
P19-01532	500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	239.50

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PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P19-01573	75,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	40,392.57
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	5,800.11-
			Total PO P19-01573	34,592.46
P19-01804	2,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	18,000.00-
P19-01954	10,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	29,166.67-
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	20,833.33-
			Total PO P19-01954	50,000.00-
P19-02001	2,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	18,000.00-
P19-02031	4,835.40	214-6280	BOND FUND MEASURE D 2016/CONSTRUCTION TESTIN	35.40
P19-02043	1,800.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	800.00
P19-02166	10,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	3,333.33-
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	16,666.67-
			Total PO P19-02166	20,000.00-
P19-02320	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	563.66
P19-02345	52,894.86	214-4400	BOND FUND MEASURE D 2016/NON-CAP EQUIP (\$500-\$	3,405.98
P19-02390	900.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	542.82
P19-02411	2,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	8,000.00-
P19-02503	46,654.48	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	21,527.28
P19-02507	48,731.33	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	23,604.13
P19-02508	55,372.78	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	29,955.50
P19-02713	3,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	7,000.00-
P19-02737	1,600.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	900.00
P19-02745	42.36	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,937.79-
P19-02860	4,000.00	010-5632	GENERAL FUND/REPAIRS	1,500.00
P19-03015	4,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	5,000.00-
P19-03024	7,500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	10,000.00-
P19-03027	24,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	12,000.00-
P19-03062	1,050.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	50.00
P19-03106	92,641.46	214-4400	BOND FUND MEASURE D 2016/NON-CAP EQUIP (\$500-\$.02
P19-03142	200.00	010-5901	GENERAL FUND/POSTAGE	100.00
P19-03178	428.41	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	407.85-
P19-03181	1,971.83	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	226.28
P19-03353	9,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	3,500.00-
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	17,500.00-
			Total PO P19-03353	21,000.00-
P19-03590	1,493.35	214-4300	BOND FUND MEASURE D 2016/MATERIALS AND SUPPL	1,471.87-
P19-03728	879.39	214-4300	BOND FUND MEASURE D 2016/MATERIALS AND SUPPL	868.47-
P19-03767	8,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	12,000.00-
P19-03801	33,473.67	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	8,473.67
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	17,517.42
			Total PO P19-03801	25,991.09
P19-03804	435.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	135.00
P19-03867	464.63	214-4300	BOND FUND MEASURE D 2016/MATERIALS AND SUPPL	14.63
			Total PO Changes	1,107,622.02

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

ESCAPE ONLINE

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **05/15/2019**

- A. Preliminary 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 1st Reading _____ 2nd Reading _____

2018-2019 3rd Quarter Williams VCOE Activity Report (Vaca/Magaña)

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. The attached report reflects the Ventura County Office of Education's Williams-related visits and activities completed during the 3rd quarter of fiscal year 2018-2019.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources & Support Services and the Risk Manager that the Board of Trustees review and accept the 2018-2019 3rd Quarter Williams VCOE Activity Report, as presented.

ADDITIONAL MATERIAL:

- Memorandum from Paula Driscoll, Executive Director, School Business & Advisory Services, VCOE (one page)
- VCOE Williams Activity Report for the 3rd Quarter, Fiscal Year 2018-2019 (one page)



STANLEY C. MANTOOTH, COUNTY SUPERINTENDENT • 5189 VERDUGO WAY, CAMARILLO, CA 93012

Date: April 9, 2019

To: District Superintendents

From: Paula R. Driscoll, Executive Director
School Business and Advisory Services *PRD*

Subject: 2018-19 3rd Quarter Williams COE Activity Report

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 Board of districts with deciles 1 to 3 schools. The attached report should be presented to the Governing Board of your District at a regularly scheduled meeting held in accordance with public notification requirements.

The attached report reflects our Williams related visits and activities completed during the 3rd quarter of fiscal year 2018-19. In summary, we are continuing the annual review of teacher assignments and vacancies in deciles 1 to 3 schools as required under Education Code Section 44258.9. In addition, we are finishing our reviews of the annual audits for fiscal year 2017-18 to determine if any findings relate to Williams issues. We have also begun our review of the annual school accountability report cards. The results of these reviews will be included in our annual Williams report at the end of the fiscal year, to be made available in November 2019.

If you have any questions or comments about the Williams Settlements or the attached report, please contact me at 805-383-1981.

cc: Stanley C. Mantooth, County Superintendent
Misty Key, VCOE Associate Superintendent
District Williams Coordinator

Attachment

Ventura County Office of Education
Williams Activity Report for the 3rd Quarter
Fiscal Year 2018-19

California Education Code Section 1240 requires that the County Superintendent annually visit the 54 schools in Ventura County that were ranked in deciles 1 to 3 of the 2012 Academic Performance Index. The purpose of the visit is to insure that all students have access to sufficient textbooks and/or instructional materials, to assess the condition of the facilities and identify any emergency or urgent threats to the health or safety of pupils or staff, and to determine if the school has provided accurate data for the annual school accountability report card (SARC) related to instructional materials and facilities conditions.

During the first four weeks of the 2018-19 school year, County Office of Education inspectors visited all "Williams" schools to determine if sufficient textbooks and/or instructional materials were available, and to assess the condition of the school facilities. The findings of these visits were summarized in the 1st Quarter Williams Activity Report published in October 2018. In summary, the inspection process found that the students in Ventura County have access to sufficient textbooks and/or instructional materials and that school facility conditions do not pose an emergency or urgent threat to the health or safety of pupils or staff.

While much of the specific Williams related activities occur during the 1st quarter, several activities take place throughout the fiscal year. These activities include:

The annual review of teacher assignments and vacancies in deciles 1 to 3 schools, as required by Education Code Section 44258.

The annual review of the prior fiscal year audit reports to identify any audit findings relating to Williams issues and determine how those findings will be corrected.

The annual review of each school's school accountability report card to verify that known Williams related issues are correctly reported.

The results of these reviews will be published in our annual Williams report in November of 2019.

If you have any questions about the Williams Settlement process or the information contained in this 3rd Quarter Williams Activity Report, please call Paula Driscoll, Executive Director, School Business and Advisory Services, at 805-383-1981.

OSD BOARD AGENDA ITEM

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

Date of Meeting: **May 15, 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 1st Reading _____ 2nd Reading _____

Personnel Actions (Vaca/Nair-Villano)

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 (one page)
- Certificated Personnel Actions (one page)

New Hire

Lopez, Diana L	Paraeducator II, Position #2245 Special Education 5.75 hrs./183 days	04/30/2019
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Limited Term

Chavez Cedeno, Kassandra	Paraeducator (substitute)	05/14/2019
Davlos, Lateafa A	Campus Assistant (substitute)	04/24/2019
Gadian, Melissa M	Paraeducator (substitute)	04/23/2019
Lopez, Olivia V	Paraeducator (substitute)	04/22/2019
Lopez, Paulina A	Paraeducator (substitute)	04/15/2019
Rivera, Elizabeth H	Paraeducator (substitute)	04/22/2019
Salazar, Elida	Paraeducator (substitute)	04/22/2019

Promotion

Lopez, Lisa V	Paraeducator II, Position #2904 Special Education 5.75 hrs./ 183 days Campus Assistant, Position #3014 Marina West 5.0 hrs./ 180 days	04/27/2019
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Transfer

Ankrom, Karen A	Paraeducator III, Position #9221 Special Education 5.75 hrs./ 183 days Paraeducator III, Position #7850 Special Education 5.75 hrs./ 183 days	04/22/2019
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Leave of Absence

Mendez, Cindy V	Paraeducator II (B), Position #6581 Special Education 5.75 hrs./ 183 days	04/02/2019-06/02/2019
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Resignation

Canales, Catalina	Health Care Technician, Position #9032 Pupil Services 7.0 hrs./183 days	05/07/2019
Guerrero Espinosa, Dalia A	Family Liaison, Position #6405 Ramona 6.0 hrs./ 180 days	04/26/2019
Hernandez, Julie V	Paraeducator I, Position #7193 Sierra Linda 4.83 hrs./183 days	05/17/2019
Reppert, Amanda	Child Nutrition Worker, Position #2616 Chavez 5.5 hrs./185 days	04/17/2019

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

Caballero, Jessica	Teacher, Curren	04/25/2019
Chavez, Yamilex	Substitute Teacher	2018/2019 School Year
Enriquez, Monica	Substitute Teacher	2018/2019 School Year
Milton, William	Substitute Teacher	2018/2019 School Year

Resignations

Garcia, Elena	Assistant Principal, Soria	June 30, 2019
Guerra, Teresa	Biliteracy TOSA, EL	May 3, 2019

Retirement

Curtis, Mary	Director of Curriculum and Instruction, Ed	June 30, 2019
Flores Beck, Carol	Principal, Drifill	June 30, 2019

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: May 15, 2019

STUDY SESSION _____

CLOSED SESSION _____

SECTION A: PRELIMINARY _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA _____ Agreement Category:

_____ Academic

_____ Enrichment

_____ Special Education

_____ Support Services

_____ Personnel

_____ Legal

_____ Facilities

SECTION D: ACTION X _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Amendment No. 1 to the Project Labor Agreement

DESCRIPTION: Beginning in 2015, the Oxnard School District began a productive relationship with the Tri Counties Building and Trade Council and its affiliated Unions under a Project Labor Agreement. The relationship has been positive as the District continues to be successful with qualified contractors bidding our projects.

As the District embarks on its new Construction Program, it is necessary and crucial to have a continued pool of qualified contractors and increase the bidding pool for all our projects. It is critical that District projects continue its pattern of having no labor or other disputes at the job sites and at the same time offer direct career opportunities for OSD students within the Trades.

This Project Labor Agreement has been updated to include the Seabridge Elementary School Construction project and to reflect what has become standard in other project labor agreements. Continuing with the Amendment for will help ensure that the District will have successful construction projects in the future years to come.

RECOMMENDATION: It is recommended that the Board of Trustees approve the amendment to the Project Labor Agreement.

ADDITIONAL MATERIAL(S):

Amendment No. 1 to the Project Labor Agreement

AMENDMENT NO. 1
TO THE
PROJECT LABOR AGREEMENT
BY AND BETWEEN
THE OXNARD SCHOOL DISTRICT
AND
THE TRI COUNTIES BUILDING AND CONSTRUCTION TRADE COUNCIL,
AFL-CIO
AND
THE SIGNATORY CRAFT COUNCILS AND UNIONS

THIS AMENDMENT NO. 1 to the Project Labor Agreement (“Amendment”) is entered into as of May 1, 2019 and is by and between the Tri Counties Building and Construction Trade Council, AFL-CIO and the signatory Local Unions and District Councils (collectively “Unions”) and Oxnard School District (“District”) (collectively “Parties”).

RECITALS:

- A. The Parties have entered into that certain Project Labor Agreement in 2015 (“Existing PLA”).
- B. The Existing PLA applies to the District’s on-site construction, demolition, alteration, painting or repair of buildings, structures, landscaping, temporary fencing and other works and related activities for the Elm Elementary School campus as is specifically listed in Article 2 of the Existing PLA.
- C. The Existing PLA provides that the District may at any time, and at its sole discretion, determine to build segments of other Projects under this Agreement, which are not currently proposed.
- D. The Parties desire to add to the work to be covered by the Existing PLA, additional work to be covered by and performed under the terms and conditions contained in the Existing PLA and further desire to make additional changes to the Existing PLA, as set forth in this Amendment No. 1.

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

AGREEMENT

- 1. Section 1.1 of the Existing Agreement is hereby amended to add and include the following Project Work to be performed under the terms of the Existing Agreement: Seabridge Elementary School Construction Project.
- 2. Section 1.11 of the Existing PLA is hereby amended by deleting it in its entirety and replacing it with the following new Section 1.11: “Project” is defined to include all phases of the construction of new facilities and upgrading and repair to all existing facilities on the Seabridge

Elementary School campus covered in the Construction Services Agreement executed by the District.

3. Section 1.14 of the Existing PLA is hereby amended by deleting it in its entirety and replacing it with the following new Section 1.14: "Schedule A Agreements," as used in this Agreement, means the current version of each Master Labor Agreement listed on Appendix B.

4. Except as expressly amended by this Amendment, the Existing PLA remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and delivered as of the above date.

TRI COUNTIES BUILDING AND
CONSTRUCTION TRADE COUNCIL,
AFL-CIO

Dated: _____

BY: _____

OXNARD SCHOOL DISTRICT

Dated: _____

BY: _____

BOARD AGENDA ITEM

Name of Contributor: Dr. Morales

Date of Meeting: May 15, 2019

STUDY SESSION _____

CLOSED SESSION _____

SECTION A: PRELIMINARY _____

SECTION B: HEARINGS _____

SECTION C: CONSENT AGENDA ___ Agreement Category:

___ Academic

___ Enrichment

___ Special Education

___ Support Services

___ Personnel

___ Legal

___ Facilities

SECTION D: ACTION ___X___

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES 1ST Reading _____ 2ND Reading _____

Recommendation to Begin the Process of Selecting a Name for a New School and Renaming an Existing School

DESCRIPTION: The District is beginning the planning and building process for a new District school in the Seabridge community. As the District begins planning for this new school it is also important to begin the process of selecting a name for the new school. In addition, it has come to the attention of the District that there may be an interest in re-naming Haydock Academy of Arts & Sciences.

The school naming and renaming process is governed by Board Policy 7310 and California Education Code Section 35160.

The District administration is recommending the following steps for considering school names:

1. New School Name/Seabridge
 - a. Create a Board and Citizen committee to solicit input from District stakeholders. (The Board Policy recommends appointment of citizen oversight committee)
 - b. Create community survey
 - c. Report to the Board on community input
 - d. Committee recommends 3 names to the Board
 - e. Board selects final name

2. Possible re-naming Haydock Academy of Arts & Sciences

- a. District administration conducts study regarding current name¹
- b. Board considers finding of study and makes findings to determine if new school name should be established.
- c. If school name is to be changed then Create a Board and Citizen committee to solicit input from site and District stakeholders.
- d. Create community survey
- e. Report to the Board on community input
- f. Committee recommends 3 names to the Board
- g. Board selects final name.

RECOMMENDATION: It is recommended that the Board consider establishing the school name committee for the Seabridge school and direct staff to prepare a study regarding the name of Haydock Academy.

ADDITIONAL MATERIAL(S):

Legal memorandum regarding school naming process

¹ The renaming of existing schools or major facilities shall occur only under extraordinary circumstances and after thorough study. (BP 7310)

OSD BOARD AGENDA ITEM

Name of Contributor: **Dr. Jesus Vaca**

Date of Meeting: **May 15, 2019**

- A. Preliminary _____
Study Session _____
Report _____
- B. Hearing: _____
- C. Consent Agenda _____
Agreement Category: _____
- D. Action Items X _____
- E. Approval of Minutes _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of a Speech Language Pathology Service Waiver for the 2019-2020 school year for Kristin Ladd (Vaca)

The District is recommending that the Board of Trustees approve this action item for a Speech Language Pathology Service Waiver for the 2019-2020 school year, as described under Education Code 44265.3, for Kristin Ladd to serve as a Speech Language Pathologist for the Oxnard School District in the 2019-2020 school year or until employee finishes a credential program.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees approve the Speech Language Pathology Service Waiver for the 2019-2020 school year for Kristin Ladd, as presented.

ADDITIONAL MATERIAL:

None

DISTRICT GOAL(S):

District Goal One: All students will achieve high academic standards in a nurturing, creative and technology rich learning environment that prepares students for college and career opportunities.

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 5/15/19

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
____ Facilities

SECTION D: ACTION _____
SECTION F: BOARD POLICIES 1ST Reading X 2nd Reading _____

Approval of Agreement #19-07 – City of Oxnard/Oxnard Police Department – SRO Services - Cost Sharing 2019-2020 through 2021-2022 (Morales/Penanhoat)

Annually the Oxnard School District partners with the City of Oxnard/Oxnard Police Department to promote safe school environments via the support of School Resource Officers (SRO's). Agreement #19-07 provides the services of three (3) SRO's to be shared throughout all schools in the district for the 2019/20 through 2021/22 school years.

Term of Agreement: July 1, 2019 through June 30, 2022

FISCAL IMPACT:

\$405,300.00 per year, for a 3 year total of \$1,215,900.00 – School Safety Funds

RECOMMENDATION:

It is the recommendation of the Superintendent and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #19-07 with the City of Oxnard/Oxnard Police Department, in the amount not to exceed \$1,215,900.00.

ADDITIONAL MATERIALS:

Attached: Agreement #19-07, City of Oxnard/Oxnard Police Department (7 Pages)

**AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES
AND COST SHARING**

THIS AGREEMENT FOR POLICE SCHOOL RESOURCE OFFICER SERVICES (“**Agreement**”) by and between the City of Oxnard, a municipal corporation (“**City**”) and the Oxnard School District (“**OSD**” or “**District**”) is made and entered into as of July 1, 2019. City and District are sometimes individually referred to as “Party” and collectively as “Parties.”

WHEREAS, the purpose of this Agreement is to maintain the School Resource Officer (SRO) program and to set forth guidelines to ensure that law enforcement, school officials, and the communities they serve have a shared understanding of the goals of the SRO program and that SROs receive the necessary support and training to ensure a safe school environment while respecting the rights of students and improving the overall school climate;

WHEREAS, the parties agree that an effective SRO program sets forth: the role of the SRO within the context of the educational mission of the school; distinctions between disciplinary misconduct to be handled by school officials, and criminal offenses to be handled by law enforcement; respect for the rights of students; transparency and accountability; and minimum SRO training requirements;

WHEREAS, this Agreement focuses on the role of the SROs as it relates to students and faculty; it does not govern how SROs will conduct operations when dealing with adult non-school district employees in and around a school facility;

WHEREAS, the parties intend to work together to share costs and ensure the continuity of the School Resource Officer program on OSD school campuses.

City and District hereby agree as follows:

1. Scope of Services. The Oxnard Police Department (“**OPD**”) shall provide the services of three (3) School Resource Officer’s (“**SRO’s**”) to OSD elementary and intermediate school campuses. The SRO will work with OSD district staff as well as staff at individual elementary and intermediate schools to determine schedules and specific services at each school site. This will allow the activities and support provided by the SROs to be tailored to the specific needs of each school, and it will also provide for flexibility of the SROs’ law enforcement responsibilities and involvement with intracurricular and extracurricular activities.
2. Method of Performing Services. Subject to the terms and conditions of this Agreement, OPD personnel may determine the method, details, and means of performing the Services described herein as well as the duration of the Services. OPD shall perform services consistent with the SRO guidelines detailed in **Exhibit A** attached hereto and incorporated by this reference in full herein.

3. Cost Sharing; Reimbursement, Method of Payment. City and District agree that District shall be obligated to fund Seventy Five percent (75%) of the cost to operate and administer the SRO program for FY 2019-2020, FY 2020-2021, and FY 2021-2022, and that City shall be obligated to fund the balance. City shall submit to District an invoice in the amount of Four Hundred and Five Thousand, Three Hundred dollars (\$405,300) (total cost for three officers) no less than thirty (30) days prior to June 30, 2020, June 30, 2021, and June 30, 2022 (each fiscal year for the 3 year term).

City shall send invoices to: Janet Penanhoat, Assistant Superintendent, Oxnard School District 1051 South A Street, Oxnard, CA, 93030. District shall, within thirty (30) days of receiving such invoice, review the invoice and pay all charges.

4. Nonexclusive Services. This Agreement shall not be interpreted to prevent or preclude OPD personnel from rendering any services to any other person or entity as City in its sole discretion shall determine. City agrees that performing such services will not materially interfere with services to be performed under this Agreement.
5. Reporting Requirements for District/School Staff of Suspected Child Abuse Committed by a District/School Employee. Reports of suspected child abuse which would include any sexual misconduct by any District/School employee shall be reported immediately, or as soon as practicably possible, to the designated SRO or the Youth Services Sergeant. In the event that the SRO or SRO Sergeant is not available, the on duty Oxnard Police Department Watch Commander is to be contacted. The police personnel receiving the report from the school district employee will make notification directly to the Family Protection Unit (FPU) Sergeant. This verbal notification to the SRO or Youth Services Sergeant does not preclude the District/School from preparing and sending a fax or electronically transmitted written follow-up report within 36 hours of receiving the information concerning the incident (Form SS 8572 Suspected Child Abuse) or any other mandatory reporting requirements.
6. Term. The term of this Agreement shall be from July 1, 2019 to June 30, 2020, July 1, 2020 to June 30, 2021, and July 1, 2021 to June 30, 2022, unless earlier terminated as provided herein. This Agreement is a (3) three year term and may be renewed for up to two (2) additional annual terms.
7. Termination. Either Party may, by written notice to the other, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to the other Party of such termination, and specifying the effective date thereof, at least thirty (30) business days before the effective date of such termination. Upon termination of this Agreement, City shall be compensated for those Services that City has provided to District up to the effective date of termination.
8. Force Majeure. City and District agree that neither City nor District shall be responsible for delays or failures in performance resulting from acts beyond the control of either Party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots,

acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

9. Mutual Indemnification. Each Party shall defend, hold harmless, and indemnify the other Party and its officers, directors, employees, agents and representatives against any and all loss, liability, damage, or expense, including any direct, indirect or consequential loss, liability, damage, or cost of defense (including attorneys' fees) for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with the indemnifying Party's performance of this Agreement or failure to comply with any of its obligations contained in this Agreement. However, neither Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its sole negligence or willful misconduct.

10. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

City:

Oxnard Police Department
251 South "C" Street
Oxnard, California 93030
Attention: Eric Sonstegard, Assistant Chief of Police

District:

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

11. Governing Law. This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws principles. This Agreement shall be deemed to have been made in the County of Ventura, regardless of the order of signatures of the Parties affixed hereto. Any litigation or other legal proceedings which arise under or in connection with this Agreement shall be conducted in a federal or state court located within or for the County of Ventura, California. The Parties consent to the personal jurisdiction and venue of a federal or state court located within or for the County of Ventura, California and hereby waive any defenses or objections thereto including defenses based on the doctrine of forum non conveniens.

12. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

13. Construction; References; Captions. Since the Parties or their agents have participated

fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period of performance shall be deemed calendar days and not work days unless otherwise specified. All references to City include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of City, except as otherwise specified in this Agreement. All references to District include all officials, officers, employees, personnel, agents, volunteers, contractors and subcontractors of District, unless otherwise specified in this Agreement. The captions of the various paragraphs and sections are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

14. Assignment. The Parties may not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other Party.
15. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
16. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
17. No Third Party Beneficiaries. This Agreement and the performance of the obligations hereunder are for the sole and exclusive benefit of City and District. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either City or District hereunder as a result of the Parties performance or nonperformance of their respective obligations under this Agreement.
18. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
19. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
20. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
21. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

22. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

CITY OF OXNARD

OXNARD SCHOOL DISTRICT

Tim Flynn, Mayor

Lisa A. Franz, Director, Purchasing

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT

Scott Whitney, Police Chief

EXHIBIT "A"

SRO Guidelines

ROLE OF THE SRO IN THE CONTEXT OF THE EDUCATIONAL MISSION OF THE SCHOOL

1. The mission of the SRO program is to assist the school in maintaining a safe environment and to develop a positive relationship between students and law enforcement.
2. School administrators shall be informed as to whether an SRO will be deployed to the school and shall participate in periodic performance reviews of the SRO.
3. The SRO shall meet with school administrators, teachers, parents, and student representatives at least annually and as needed to discuss issues of school safety.
4. The SRO shall be integrated into the school community through participation in faculty and student meetings and assemblies as appropriate.
5. The SRO shall maintain weekly activity reports and submit these reports to his or her direct supervisor. The SRO program will aid and support the Oxnard School District Community with a dedicated team of officers who increase the ability of the police department to respond quickly to the District's needs, guide and mentor students, participate in matters of truancy, supervise and monitor District functions and interact in positive ways with students and families.

DISTINGUISHING DISCIPLINARY MISCONDUCT TO BE HANDLED BY SCHOOL OFFICIALS FROM CRIMINAL OFFENSES TO BE HANDLED BY LAW ENFORCEMENT

1. SROs are responsible for criminal public order offenses; they are not responsible for school discipline issues.
2. Absent a real and immediate threat, as determined by the SRO, to a student, teacher, or public safety and, unless there is sufficient evidence and circumstances that warrant police action or intervention, SROs should not get involved in school discipline issues. These should generally be handled by school officials rather than through formal law enforcement intervention (e.g., issuance of criminal citation, referral to a probation officer, or actual arrest.)

RESPECT FOR THE RIGHTS OF STUDENTS

1. Absent a real and immediate threat to a student, teacher, or public safety, an SRO may conduct or participate in a search of a student's person, possessions, or locker only where there is reasonable suspicion to believe that the search will turn up evidence that the child has committed or is committing a criminal offense.
 - a. The SRO shall inform school administrators prior to conducting reasonable suspicion searches.
 - b. The SRO shall not ask school officials to search a student's person, possessions, or locker in an effort to circumvent these protections.
 - c. All searches at a minimum will be documented by a field interview report (FIR) that details the circumstances of the search.
2. When a school official conducts a search of a student's person, possessions, or locker, the

school official may ask an SRO to be present or to participate in such a search only when there is reasonable suspicion to believe that the search will turn up evidence that the student has violated or is violating the law and the search is justified in scope given such suspicion.

3. Absent a real and immediate threat to a student, teacher, or public safety, a school official shall attempt to minimize requests to have an SRO present or participate in the questioning of a student that involves non-criminal matters.
4. When an SRO interviews a student for a criminal matter, reasonable attempts should be made by a school official and/or an SRO to inform the student's parents of the circumstances which led to that interview when it is practical to do so and when it would not unreasonably interfere with such investigation.

SRO TRAINING REQUIREMENTS

1. Every SRO shall attend a 40-hour Peace Officers Standards and Training (POST) approved Basic School Resource Officer course within their first year of service. Additionally, an effort will be made to complete 10 hours of annual in-service training on topics such as:
 - a. Child and adolescent development and psychology;
 - b. Positive behavioral interventions and supports (PBIS), conflict resolution, peer mediation, or other restorative justice techniques;
 - c. Children with disabilities or other special needs; and
 - d. Cultural competency.

PROMOTING NON-PUNITIVE APPROACHES TO STUDENT BEHAVIOR

1. The SRO shall be familiar with and trained in programs adopting non-punitive approaches to discipline available in the school district. If a school has implemented a specific program designed to improve overall school climate or respond to student behaviors in specific ways, the SROs should participate in trainings associated with that program. Examples of such programs include but are not limited to Lesson One, Wellness Collaborative, and Olweus Bullying Program initiated at certain schools within some school districts.

TECHNOLOGY SERVICES AND SUPPORT

1. In order for the Oxnard PD's SROs to serve the students of the OSD, all SROs will be given a user-specific login and access to the OSD network to:
 - a. Login
 - b. Run productivity software, including Microsoft Office
 - c. Print to District/School printers
 - d. Access the Internet thru the District's Internet Filter
 - e. Access WebMail from a third party provider
 - f. Access Internet Filter override
2. SROs will not be provided:
 - a. Access to install programs to workstations or servers
 - b. Access to District email accounts or the District's email address book
 - c. Access to the District's Student Information System
 - d. Access to other District files

Special Board Meeting
April 24, 2019

The meeting was called to order at 6:08 p.m. by President Robles-Solis.	CALL TO ORDER
The audience recited the Pledge of Allegiance.	PLEDGE OF ALLEGIANCE
Present were President Veronica Robles-Solis, Trustees Jesus Vega, Denis O’Leary, Debra M. Cordes and Monica Madrigal Lopez. Also present was Ms. Nitasha Sawhney with Garcia Hernandez & Sawhney.	ROLL CALL
On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0, the agenda was adopted, as presented.	ADOPTION OF THE AGENDA
Mr. Rich Thome and Ms. Sandy Thorstenson, advisors with Leader Associates provided a presentation to the Board regarding the following: <ol style="list-style-type: none">1. Overview of search process2. Board / search firm protocols during the search3. Timeline for the search4. Board input regarding desired qualities and characteristics of new superintendent5. Board recommendation regarding community and staff groups to participate in input sessions with Leadership Associates consults6. Discussion of online survey	SUPERINTENDENT SEARCH PROCESS – DISCUSSION
The Board convened to closed session to discuss matters in the agenda.	CLOSED SESSION
A. For PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE, under <i>Government Code</i> , Section 54957 and <i>Education Code</i> , Section 44943: <ol style="list-style-type: none">a. Public Employee(s) Discipline/Dismissal/Release.b. Reassignment, Appointment.c. Public Employee Evaluation: District Superintendent	
The Board reconvened to open session and President Robles-Solis reported no actions were taken during closed session.	REPORT OUT OF CLOSED SESSION
There being no further business, on motion by Trustee Cordes, seconded by Trustee O’Leary, and after a roll call vote of 5-0, President Robles-Solis adjourned the meeting at 8:10 p.m.	ADJOURNMENT

Respectfully submitted,
Dr. Cesar Morales
District Superintendent and
Secretary to the Board of Trustees

By our signatures below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of its Special Board Meeting of April 24, 2019, on motion by _____, and seconded by _____.

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
May 1, 2019

The Board of Trustees of the Oxnard School District met in regular session at 5:05 p.m. on Wednesday, May 1, 2019 at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Veronica Robles-Solis and Trustees, Debra Cordes and Jesus Vega. Trustee Madrigal Lopez joined the Board at 5:06; Trustee O'Leary was absent. Staff members present were, Assistant Superintendents Janet Penanhoat, Dr. Ana DeGenna and Dr. Jesus Vaca, and Executive Assistant Rose Chaparro. District Superintendent Dr. Cesar Morales was absent.

ROLL CALL

Ms. Jordi Nocero, Principal at Kamala School, Academy of the Arts and Technology, introduced Yudeisy Martinez, Kindergarten student in Ms. Cortez' class, and Jose Moyeda, Kindergarten student in Ms. Aranzazu's class, who lead the audience in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

Jollette Moyeda, 8th grade student in Mr. Godinez' class read the District's Vision and Mission in English and Maria Torres, 8th grade student in Mr. Godinez' class read them in Spanish.

DISTRICT'S VISION AND MISSION STATEMENTS

Principal Jordi Nocero provided a short presentation to the Board regarding Kamala School, Academy of the Arts and Technology. Ms. Nocero presented the new rewritten Kamala's vision, mission, and the collective commitments to meet these objectives. Principal Nocero spoke about the academic focus, and the committees created to achieve Kamala's goals: PBIS committee, K-8 committee, parent engagement Committee. Ms. Noceros also highlighted the school strand focus, the college and career ready focus and the plans for next year.

PRESENTATION BY KAMALA SCHOOL, ACADEMY OF THE ARTS AND TECHNOLOGY

Following the presentation, Trustee Jesus Vega gave a token of appreciation on behalf of the Board to the students that participated in the meeting.

A.5 On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 4-0, Trustee O'Leary being absent, the Board approved the agenda as presented.

ADOPTION OF THE AGENDA

A.6 Ms. Mary Curtis, Director of Curriculum, Instruction and Accountability, presented the Million Readers from Kamala School. Principal Jodi Nocero read the names of the students recognized as million word readers.

RECOGNITION OF OXNARD SCHOOL DISTRICT'S MILLION WORD READERS

A.7 Ms. Robin A. Freeman thanked the Board for supporting the African American Speech Expo and gave a brief presentation about the creation of this contest by the Alpha Kappa Alpha Sorority Inc.

RECOGNITION OF THE AFRICAN AMERICAN SPEECH EXPO WINNERS

Dr. Ana DeGenna, presented the 3 winners of the African American Speech Expo, which took place on Saturday, February 24, 2019. Each of the winners shared their speech or poem with the audience.

A.8 There were no requests for public participation. PUBLIC PARTICIPATION

A.9 ANNOUNCEMENTS PRIOR TO CLOSED SESSION May 1st, 2019: CLOSED SESSION
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: Existing litigations
 - 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.

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:

A.10 Trustees convened to closed session at 7:05 p.m. until approximately 7:14 p.m. to discuss items on the closed session agenda. CLOSED SESSION

Trustee O’Leary joined the Board at 7:08 p.m.

A.11 President Robles-Solis informed there was nothing to report and that the Board would not return later to closed session. REPORT ON CLOSED SESSION

A.12 On motion by Trustee O’Leary, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0, the Board of Trustees recognized May 8, 2019 as “National School Nurses Day” as proclaimed by the National Association of School Nurses. Mr. Chris Ridge, Director of Pupil Services, received this recognition on behalf of the nursing staff and invited the Board to join them for the recognition on May 8th. ADOPTION AND PRESENTATION OF RESOLUTION #18-29 “NATIONAL SCHOOL NURSE DAY” MAY 8, 2019 (Motion # 18-125)

A.13 On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0, the Board of Trustees adopted and presented to the representatives of the Oxnard Educators Association, Resolution #18-33 “Teacher Appreciation Week 2019”, recognizing May 6-10, 2019 as Teacher Appreciation Week 2019. Dr. Jesus Vaca shared some words of appreciation for ADOPTION AND PRESENTATION OF RESOLUTION #18-33 IN RECOGNITION OF “TEACHER

the teachers. Ms. Daisy Thurman, President of the Oxnard Educators Association thanked the teachers of Oxnard School District for all their hard work.

APPRECIATION WEEK
2019”
(Motion # 18-126)

A.14 Ms. Sarah Raskin, Science Instruction Specialist for 6-8 grades, introduced Dr. Phil Hampton, Professor of Chemistry and Director of the Ventura County Office of Education STEM network, who provided a presentation about the CSUCI Junior Scientist Project program. He handed a flier to the Board of Trustees. Ms. Raskin provided an overview on the projects taking place in the following Oxnard schools: Lemonwood, Investigation on Micro-plastics Presence in Water and Sand at the Beach; Haydock, Air Quality Monitoring on the School and its Surroundings; Curren, Edible Insects Tasting.

PRESENTATION –
CSUCI JUNIOR
SCIENTIST PROJECT

A.15 Mr. Chris Ridge, Director of Pupil Services, provided an overview of the support systems for Oxnard School District’s students. These comprehensive services are designed to support the whole child and to create optimal conditions for learning. He described the wrap around services and emphasized that the resources mentioned were very broad and much needed by many Oxnard School District students. After his presentation, Mr. Ridge answered the Board’s questions.

PRESENTATION –
HEALTHY KIDS WRAP
AROUND SERVICES
AND WELLNESS

A.16 Dr. Antonio Castro, Associate Superintendent for Educational Services for the Ventura County Office of Education, and Dr. Heidi Christiansen, Director of Research and Evaluations for the Ventura County Office of Education gave a presentation on Oxnard School District schools achievements according to CORE evaluation. Dr. Castro and Dr. Christiansen commented on the schools having the greatest impact on student achievement in English Language Arts, Math or both subjects. Dr. Christiansen explained the difference between growth and achievement and the mathematical models used to measure growth.

PRESENTATION CORE
ACADEMIC GROWTH
AWARDS
RECOGNITION

B.1 Trustee Madrigal Lopez read the rules for individual participation in English and in Spanish.

PUBLIC COMMENTS

- Laurie Seiler, donated her time to Anjanette Carrillo
- Anjanette Carrillo, Chairperson of the Oxnard Educators Association bargaining team, concerned about the budget crisis, teachers’ salaries and class size. Questioned the budget.
- Amanda Wilson, Vice President of Oxnard Educators Association, concerned about the priorities of the District. Offered ideas to save money.
- Patty Zamora donated her time to Stacey Thurman.
- Stephanie Hammer donated her time to Stacie Thurman.
- Stacie Thurman, President of Oxnard Educators Association, spoke on behalf of the teachers, expressed her concern about the lack of salary raises for teachers.
- Luz Chavez, Campus Assistant retiree, concerned about hours reduction for Campus Assistants.
- Ilene Poland, concerned about hours reduction and lack of salary raises in the District.
- Maritza Avila, advocated for teachers and public education, expressed her concern for class size.

- Anne Romero, questioned the Board on their fiscal plan and substitute teachers' and teachers' salaries.
- Adam Vega, advocated for approval of Resolution #18-32 to phase out any purchase and use of the chemical Glyphosate in all OSD facilities.
- Arturo Guido, advocated for the discontinuance of Glyphosate use.
- Florencia Ramirez, did not show up.
- Sergio Solis, supported Resolution #18-32.
- Eileen Whalen, President of the Council of PTAs, expressed her gratitude to Superintendent Dr. Morales for the support received by the PTA.
- Dayane Zuñiga, supported Resolution #18-32.
- Olga Lydia Medina, from VCCAPS and Líderes Campesinas, supported and thanked for resolution # 18-32.

On motion by Trustee O'Leary, seconded by Trustee Cordes and carried on a roll call vote of 5-0, the Board approved the Consent Agenda as presented.

CONSENT AGENDA
(Motion # 18-127)

C.1 Approved the following agreements:

(Approval of agreements)

Enrichment:

- #18-227 with Hip Hop Mindset, to provide hip-hop dance lessons to students at Haydock Academy from May 2, 2019 through June 14, 2019, for an amount not to exceed \$1,920.00, to be paid with Title 1 funds.

Special Education:

- #19-05 with Maxim Healthcare Services Inc., to provide supplemental staffing to the Special Education Services Department on an "as needed" basis. Maxim Healthcare Services Inc. will be responsible for payment of each of their service provider's wages and insurance, including worker's compensation and general liability. The Special Education Services Department will provide orientation, support, facilities, and training, for an amount not to exceed \$300,000.00, to be paid with Special Education funds.

Support Services:

- #18-228 with Forever Found, to provide trained facilitators to work in conjunction with school assistant principals, counselors and outreach specialists to conduct staff training on Human Trafficking, and Word on the Street classes. Forever Found will also provide support and intervention for students who have been confirmed CSEC (Commercial Sexual Exploitation of Children) or display behavior that leads the Oxnard School District to deem the student highly vulnerable.
- #19-03 with enVision Consulting Group, to assist the District in the yearly revision of the Annual Parent Rights Notification Handbook, and also provides translation services for the handbook, for an amount not to exceed \$3,000.00, to be paid out of the General Fund.
- #19-04 with All Languages Interpreting & Translating, to provide interpreting & translating services for the Special Education Services Department during the period of May 1, 2019 through June 30, 2020, for an amount not to exceed \$50,000.00, to be paid with Special Education funds

C.2 Ratified Fence License Agreement #18-229 with the City of Oxnard for the Elm Elementary School Reconstruction Project.

(Ratification of Fence License Agreement #18-229 for the Elm

Elementary School
Reconstruction Project)

- C.3 Ratified WAL #16S for Master Agreement #13-122 with Earth Systems Southern California, for an amount not to exceed \$9,000.00, to be funded from the Master Construct and Implementation funds. (Ratification of Work Authorization Letter #16S to Earth Systems Pacific to provide Geotechnical Observation and Testing Services for the Marshall New Classroom Building Project)
- C.4 Ratified Work Authorization Letter #7 to Agreement #13-129 with Knowland Construction Services (KCS) to provide DSA Inspection Services for the Kinder/Flex Facilities Projects at McAuliffe and Ritchen, for an amount not to exceed \$22,685.00, to be funded from the Master Construct and Implementation funds. (Ratification of Work Authorization Letter #7 to Agreement #13-129 with Knowland Construction Services (KCS) to provide DSA Inspection Services for the Kinder/Flex Facilities Projects at McAuliffe and Ritchen)
- C.5 Ratified Amendment No. 006 to Agreement #15-89 with CSDA for the Marshall New Classroom Building Project for additional architectural and engineering services for an amount not to exceed \$66,200.00, to be funded from the Master Construct and Implementation funds. (Ratification of Amendment No. 006 to Agreement #15-89 for CSDA Design Group to Provide Additional Architectural Services for the Marshall New Classroom Building Project)
- C.6 Approved the award of Field Contract #FC-P19-04376 to Fence Factory, in the amount of \$53,010.00, to be funded from the Deferred Maintenance funds. (Approval of Field Contract # FC-P19-04376 – Fence Factory)
- C.7 Appointed of Ms. Alyssa Maria as the Parent representative on the Measure D Bond Oversight Committee effective May 2, 2019. (Appointment of Representative to Fill Vacancy - Measure D Bond Oversight Committee)
- C.8 Approved Amendment #2 to Agreement #18-114 with Exceptional Educational Consultants Inc. (Approval of Amendment #2 to Agreement #18-114 – Exceptional Educational Consultants Inc.)
- C.9 Approved the 2018-19 Quarterly Report on Williams Uniform Complaint, Third Quarter, as presented. (Approval of the 2018-19 Quarterly Report on Williams Uniform

Complaints, Third Quarter)

- C.10 Set the date of May 15, 2019 for the Public Hearing for OSSA and the District’s initial proposals. (Approval to Set Date for Notice of Public Hearing re: Sunshine of the Oxnard Supportive Services Association (OSSA) and the Oxnard School District’s (District) Initial Proposals for 2019-20 Negotiations, Pursuant to Government Code Section 3547)
- C.11 Rejected York claim VCBA08315A2. (Rejection of Liability Claim: VCBA08315A2)
- C.12 Approved the establishment, decrease and abolishment of the positions as presented. (Establish /Abolish/ Increase/ Reduce Hours of Position)
- C.13 Approved the Personnel Actions, as presented. (Personnel Actions)

The following classified individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the district, it being understood that substitute classified personnel and regular classified personnel performing substitute duties will be assigned by the administration and paid in accordance with salary regulations governing the specific assignment. (Classified)

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hire</u>		
Aguilera, Christian B.	Paraeducator III, Position # 8473 Special Education 5.75 hrs/ 183 days	04/24/2019
Covarrubias, Lizette	Payroll Technician, Position # 9177 Budget and Finances 8 hrs/ 246 days	04/08/2019
Sanchez, Jamie C.	Paraeducator II, Position #2235 Special Education 5.75 hrs/ 183 days	04/22/2019
Smith, Sarah K.	Paraeducator III, Position #9214 Special Education 5.75 hrs / 183 days	04/22/2019
<u>Limited Term</u>		
Aguas, Esteban	Campus Assistant (substitute)	03/12/2019
Alba, Winnona A.	Paraeducator (substitute)	03/21/2019
Alvarez, Lillie A.	Paraeducator (substitute)	04/02/2019
Barragan, Rocio	Campus Assistant (Substitute)	04/01/2019
Bedolla, Ana L.	Campus Assistant (Substitute)	04/01/2019
Carrillo, Sandra I.	AVID Tutor	03/18/2019
Hernandez, Monica L.	Campus Assistant (substitute)	04/01/2019
Holguin, Donna T.	Campus Assistant (Substitute)	03/05/2019

Nares Cortez, Yuritz S.	Paraeducator (substitute)	03/21/2019
Ochoa, Luis J.	AVID Tutor	03/25/2019
Palazuelos, Faith	Campus Assistant (substitute)	04/01/2019
Quezada, Benjamin	Campus Assistant (substitute)	04/01/2019

Promotion

Cacho, Solanch	Paraeducator III, Position #9111 Special Education 5.75 hrs./183 days	04/01/2019
Mendoza, Alejandro	Paraeducator II, Position #628 & 629 Special Education 5.75 hrs./183 days Paraeducator III, Position #9284 Special Education 5.75 hrs./183 days Paraeducator I, Position #7331 McAuliffier 5.75 hrs./183 days	04/23/2019

Transfer

Delgadillo, Raymond	Custodian, Positon #2193 Sierra Linda 8.0 hrs./246 days Custodian, Position #9146 Harrington 8.0 hrs./246 days	04/01/2019
Gomez, Edith	Paraeducator II, Position #9358 Special Education 5.75 hrs./ 183 days	04/22/2019
Patricia Perez	Paraeducator II, Position #2225 Special Education 5.75 hrs./ 183 days Paraeducator III, Position #9222 Special Education 5.75 hrs./ 183 days Paraeducator III, Position #8468 Special Education 5.75 hrs./ 183 days	04/22/2019

Leave of Absence – Return

Peralta, Ramona E.	Preschool Assistant, Position #2663 Rose Avenue 3.0 hrs./183 days	04/22/2019
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Leave of absence

Thompson, Ranessa L.	Paraeducator III, Position #2396 Special Education 5.75 hrs./ 183 days	02/05/2019- 04/30/2019
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Released During Probation Employee

ID #8402	Child nutrition worker Itinerant 5.0 hrs./185 days	03/29/2019
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Listed below are the recommended Certificated Personnel Actions, presented to the Board of Trustees for consideration. The salaries for the individuals employed will be (Certificated) determined, in accordance with the salary regulations of the District.

<u>Name</u>	<u>Position</u>	<u>Effective Date</u>
<u>New Hires</u>		
De La Mora, Armando	Psychologist	04/22/2019
Gonzalez, Kathryn	Teacher RSP	08/12/2019
Hanon, Denise	Teacher RSP	04/22/2019

Ladd, Kristin	Speech Pathologist	08/12/2019
Volpe, Sarah	Teacher RSP	05/15/2019
Vorac, Michael	Teacher RSP	04/25/2019
Bowe, Mathew	Substitute Teacher	2018/2019 School Year
Enriquez, Monica	Substitute Teacher	2018/2019 School Year
Escobar Rivas, Yuriana	Substitute Teacher	2018/2019 School Year
McKenna, Dylan	Substitute Teacher	2018/2019 School Year
Moorehead, Fred	Substitute Teacher	2018/2019 School Year
Ontiveros, Diana	Substitute Teacher	2018/2019 School Year

Intervention Services Provider
(less than 20 hours per week not
to exceed 75% or 135 days a year

Haavaldsen, Lynne	Brekke	04/22/2019
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Retirement

Baumgartner, Cecil		
Graham, Frances	Teacher, Soria	June 30, 2019
	Teacher, Soria	June 30, 2019

D.1 Following a discussion, on motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0, the Board of Trustees approved the selection and purchase of History/Social Science materials with National Geographic, for an estimated cost of \$700,000.00, to be paid out of textbook funds.

APPROVAL OF HISTORY/SOCIAL STUDIES CURRICULUM (Motion#18-128)

D.2 Following a discussion, on motion by Trustee O’Leary, seconded by Trustee Vega, and carried on a roll call vote of 5-0, the Board of Trustees approved the CBEST Waiver with Emergency BCLAD for Blanca Ramos to serve as a Dual Language Instruction (DLI) fourth grade teacher at Kamala, K-8 School for the 2018-19 school year or until the employee takes and passes the CBEST.

APPROVAL OF A CALIFORNIA BASIC EDUCATIONAL SKILLS TEST (“CBEST”) WAIVER WITH EMERGENCY BILINGUAL CROSS-CULTURAL LANGUAGE IN ACADEMIC DEVELOPMENT (“BCLAD”) FOR 2018-19 FOR BLANCA RAMOS (Motion#18-129)

D.3 Following a presentation by Mr. David Fateh, Director of Facilities and after a discussion, the Board of Trustees adopted Resolution #18-32 as outlined above, on motion by Trustee Cordes, seconded by Trustee O’Leary and carried on a roll call vote of 5-0.

CONSIDERATION OF RESOLUTION #18-32 OF THE BOARD OF TRUSTEES OF THE

OXNARD SCHOOL
DISTRICT PHASING
OUT ANY DISTRICT
PURCHASE OR USE OF
HERBICIDE PRODUCTS
CONTAINING THE
CHEMICAL
GLYPHOSATE
(Motion#18-130)

D.4 Board of Trustees member Denis O’Leary, a classroom teacher at Rio Elementary School District, attended a meeting at the Mexican Consulate in Los Angeles on February 25, 2019. A teacher substitute fulfilled Mr. O’Leary’s teaching assignment in Rio on that date, and Rio School District has requested reimbursement for the substitute costs of \$135.96

REIMBURSEMENT FOR
TEACHER SUBSTITUTE
AT RIO SCHOOL
DISTRICT
(No Motion)

No motion was called out.

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 board meetings, as submitted:

APPROVAL OF
MINUTES
(Motion#18-131)

- March 30, 2019, Special Board Meeting
- April 3, 2019, Regular Board Meeting
- April 10, 2019, Special Board Meeting

F.1 Revised Board Policies, Administrative Regulations and Bylaws, as presented, and approved a first reading.

Revision AR 5125.1	Administrative Regulation Release of Directory Information	Morales
Revision BP 1113	Board Policy District and School Web Sites	Morales

G.1 Superintendent Announcements:

SUPERINTENDENT
ANNOUNCEMENTS

Dr. Jesus Vaca on behalf of Dr. Cesar Morales

- Congratulated Fremont and Kamala for participating and winning prizes in the 1st Anniversary Promotion of Oxnard SAIL (Self-directed active individualized learning). Informed that there were new additions made to SAIL.
- Thanked Child Nutrition Services and the Dairy Counsel for the Mobile Dairy Classroom, this class taught students about dairy products and milk.
- Congratulated Alex S. from McKinna, who won the Strawberry Festival Art Contest, among over 1,000 entries from all Ventura.
- Congratulated Driffill, Fremont and Frank schools, and reported that these schools had been recommended to be AVID showcase schools.
- Congratulated those classified and certificated employees recognized by the Anacapa Grand Lodge of the California Masons.

G.2 Trustees Announcements:

TRUSTEES
ANNOUNCEMENTS

Trustee Cordes:

- Congratulated the District for providing wrap around services to address the social emotional needs of students at Oxnard School District.
- Reported she acted as a judge for the Spanish Spelling Bee at Curren.
- Congratulated the recipients of the Anacapa Grand Lodge of the California Masons awards and reported she attended this event.
- Thanked Kamala for the presentation provided.
- Congratulated Soria, Frank, Kamala and Marshall for the CORE growth recognition.
- Congratulated Driffill, Fremont and Frank for the AVID recognition.
- Recognized the nurses' and teachers' work.
- Reminded everybody that the Kiwanis Track Meet was coming soon and invited everyone who wanted to participate to Hueneme High School 8:30 a.m. on May 11.

Trustee Vega

- Thanked all certificated, classified and District's staff for their hard work.
- Wished the students the best of luck in the coming evaluations.

Trustee O'Leary

- Expressed he appreciates everyone who touches the education of the students on the District.
- Wished good luck to the students in the coming evaluations.

Trustee Madrigal Lopez

- Congratulated teachers and nurses including Trustee O'Leary, also a teacher.
- Reported she attended College workshop at Haydock as Cal Lutheran representative and informed everyone that May 1 was National College Decision Day.

President Robles-Solis

- Expressed her satisfaction of the CSUCI Junior Scientist Project and its promotion of science.
- Congratulated the individuals recognized by the Anacapa Grand Lodge of the California Masons.
- Expressed her appreciation for staff members.
- Reported she attended Ventura County School Board Association where topic was Social and Emotional Learning. She expressed that everything mentioned in the VCSBA presentation was already taking place in Oxnard. Thanked the community for helping on offering these services.

There being no further business, on motion by Trustee O'Leary, seconded by Trustee Cordes and carried on a roll call vote of 5-0, President Robles-Solis adjourned the meeting at 9:41 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 May 1, 2019, 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
May 8, 2019

The meeting was called to order at 5:10 p.m. by President Robles-Solis. CALL TO ORDER

The audience recited the Pledge of Allegiance. PLEDGE OF ALLEGIANCE

Present were President Veronica Robles-Solis, Trustees, Denis O’Leary, Debra M. Cordes and Monica Madrigal Lopez. Trustee Jesus Vega joined the meeting by conference call. Also present were District Superintendent Dr. Cesar Morales, Assistant Superintendent Janet Penanhoat and Dr. Edd Bond on behalf of Assistant Superintendent Dr. Jesus Vaca. ROLL CALL

On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez and carried on a roll call vote of 5-0, the agenda was adopted, as presented. ADOPTION OF THE AGENDA

The rules for public participation were read in English and Spanish. No one addressed the Board. PUBLIC COMMENTS

ACTION ITEMS:

On motion by Trustee Cordes, seconded by Trustee Madrigal Lopez, and after a roll call vote of 4-1, Trustee O’Leary being the Nay vote, the Board adopted the proposed Decision of Administrative Law Judge regarding Reduction in Particular Kinds of Service (OAH Case No. 2019040071) and approved the Superintendent’s recommendation regarding the Layoff of Certificated Employees. ACTION ITEMS - ADOPTION OF THE PROPOSED DECISION OF ADMINISTRATIVE LAW JUDGE REGARDING REDUCTION IN PARTICULAR KINDS OF SERVICE (OAH CASE No. 2019040071) AND APPROVAL OF THE SUPERINTENDENT’S RECOMMENDATION REGARDING THE LAYOFF OF CERTIFICATED EMPLOYEES (Motion # 18-132)

There being no further business, on motion by Trustee O’Leary, seconded by Trustee Madrigal Lopez, and after a roll call vote of 5-0, President Robles-Solis adjourned the meeting. ADJOURNMENT

Respectfully submitted,
Dr. Cesar Morales
District Superintendent and
Secretary to the Board of Trustees

By our signatures below, given on this _____ day of _____, 20____, the Governing Board of the Oxnard School District approves the Minutes of its Special Board Meeting of May 8, 2019, on motion by _____, and seconded by _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 5/1/19

- 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 1st Reading _____ 2nd Reading X

Update to District's Required Declaration of "Directory Information" Revision to BP 1113 and AR 5125.1 (Morales)

Language was added and deleted from BP 1113 and added to AR 5125.1 to align with the district's practices for using student photographs for certain public-facing District publications, including as limited by California state laws and existing Oxnard School District board policy that expressly prohibits dissemination to any "private profitmaking entity," with exceptions for representatives of the news media and prospective employers. (See OSD BP 5125.1) 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 Superintendent that the Board of Trustees approve the revisions to BP 1113 and AR 5125.1 as outlined above.

ADDITIONAL MATERIALS:

BP 1113 (4 pages)
AR 5125.1 (2 pages)

Oxnard SD

Administrative Regulation

Release Of Directory Information

AR 5125.1

Students

Definition

Directory information means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. Such student information includes: (34 CFR 99.3; Education Code 49061)

1. Name
2. Address
3. Telephone number
4. Email address
5. Date and place of birth
6. *Photographs*
76. Dates of attendance
87. Awards received
98. Most recent previous school attended

Notification to Parents/Guardians

At the beginning of each school year, all parents/guardians shall be notified as to the categories of directory information the school or district plans to release and the recipients of the information. The notification shall also inform parents/guardians of their right to refuse to let the district designate any or all types of information as directory information and the period of time within which a parent/guardian must notify the district in writing that he/she does not want a certain category of information designated as directory information. (34 CFR 99.37; Education Code 49063, 49073)

(cf. 5125 - Student Records)

(cf. 5145.6 - Parental Notifications)

Parent/Guardian Consent

Directory information shall not be released regarding any student whose parent/guardian notifies the district in writing that such information not be disclosed without the parent/guardian's prior consent. (20 USC 1232g, 7908; Education Code 49073)

For a former student, the district shall continue to honor any valid request to opt out of the disclosure of directory information made while the student was in attendance at the district, unless the opt-out request has been rescinded. (34 CFR 99.37)

Regulation OXNARD SCHOOL DISTRICT

approved: November 2, 2011 *updated: April 2, 2019* Oxnard, California

Oxnard SD

Board Policy

District And School Web Sites

BP 1113

Community Relations

To enhance communication with students, parents/guardians, staff, and community members, the Board of Trustees encourages the development and ongoing maintenance of district and school web sites. Web sites shall be aligned with the district's plans for communications and media relations.

- (cf. 0000 - Vision)
- (cf. 0440 - District Technology Plan)
- (cf. 1100 - Communication with the Public)
- (cf. 1112 - Media Relations)
- (cf. 1230 - School-Connected Organizations)
- (cf. 1260 - Educational Foundation)
- (cf. 4040 - Employee Use of Technology)
- (cf. 6020 - Parent Involvement)

The Superintendent or designee may establish design standards for district and school web sites in order to maintain a consistent identity, professional appearance, and ease of use.

Content

The Superintendent or designee shall develop content guidelines for district and school web sites. These guidelines shall be consistent with law, Board policy, and administrative regulation.

Staff, students, or other persons may submit materials for web publication to the district or school webmaster who shall ensure that the content adheres to district guidelines and policies.

- (cf. 6145.5 - Student Organization and Equal Access)

District and school web sites shall not include content that is obscene, libelous, or slanderous, or which creates a clear and present danger of inciting students to commit unlawful acts, violate school rules, or substantially disrupt the school's orderly operation.

- (cf. 5145.2 - Freedom of Speech/Expression)

The Superintendent or designee should ensure that copyright laws are not violated in the use of material on district or school web sites.

- (cf. 4132/4232/4332 - Publication or Creation of Materials)

(cf. 6162.6 - Use of Copyrighted Materials)

Any links to external web sites shall support the educational mission and shall include a disclaimer that the district is not responsible for the content of external web sites.

Advertising on district or school web sites may be accepted under the same restrictions and conditions set forth in law, Board policy, and administrative regulations pertaining to advertising in district and school-sponsored publications.

(cf. 1325 - Advertising and Promotion)

(cf. 3312 - Contracts)

Privacy Rights

The Superintendent or designee shall ensure that web site content protects the privacy rights of students, parents/guardians, staff, Board members, and other individuals.

(cf. 1340 - Access to District Records)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)

(cf. 5022 - Student and Family Privacy Rights)

(cf. 5125 - Student Records)

Phone numbers, home addresses, and email addresses of students or their parents/guardians shall not be published on a district or school web page.

(cf. 5125.1 - Release of Directory Information)

~~Because of the wide accessibility of the Internet and potential risk to students, photograph(s) of a student shall not be published with his/her name or other personally identifiable information without the prior written consent of the student's parent/guardian. Photographs of groups of students, such as at a school event, may be published provided that students' names are not included.~~

The district regards photographs as a category of directory information that would not generally be considered harmful or an invasion of privacy if disclosed. Therefore, a student's photograph, together with his/her name, may be published on district or school web sites or via district or school accounts in online fora unless the student's parent/guardian has notified the district in writing to not release the student's photograph without prior written consent, in accordance with BP/AR 5125.1 - Release of Directory Information.

Home addresses or telephone numbers of staff members shall not be posted.

No public safety official shall be required as a condition of employment to consent to the posting on the Internet of his/her photograph or identity as a public safety officer for any purpose if that officer reasonably believes that the disclosure may result in a threat, harassment, intimidation, or

harm to the officer or his/her family. (Government Code 3307.5)

District and school web sites shall not post the home address or telephone number of any elected or appointed official including, but not limited to, a Board member or public safety official, without the prior written permission of that individual. (Government Code 3307.5, 6254.21, 6254.24)

(cf. 3515.3 - District Police/Security Department)

Legal Reference:

EDUCATION CODE

35182.5 Contracts for advertising

35258 Internet access to school accountability report cards

48907 Exercise of free expression; rules and regulations

48950 Speech and other communication

49061 Definitions, directory information

49073 Release of directory information

60048 Commercial brand names, contracts or logos

GOVERNMENT CODE

3307.5 Publishing identity of public safety officers

6254.21 Publishing addresses and phone numbers of officials

6254.24 Definition of public safety official

UNITED STATES CODE, TITLE 17

101-1101 Federal copyright law

UNITED STATES CODE, TITLE 20

1232g Federal Family Educational Rights and Privacy Act (FERPA)

CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12 Children's Online Privacy

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

COURT DECISIONS

Aaris v. Las Virgenes Unified School District, (1998) 64 Cal.App.4th 1112

Perry Education Association v. Perry Local Educators' Association, (1983) 460 U.S. 37

Board of Education, Island Trees Union Free School District, et.al. v. Pico, (1982) 457 U.S. 853

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: Community Leadership, 1996

WEB SITES

CSBA: <http://www.csba.org>

California School Public Relations Association: <http://www.calspra.org>

National School Public Relations Association: <http://www.nspr.org>

Policy OXNARD SCHOOL DISTRICT
adopted: October 19, 2011 *updated: April 2, 2019*

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.”