

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.
District Superintendent
Ms. Betsy George
Assistant Superintendent,
Business & Fiscal Services
Dr. Jesus Vaca
Assistant Superintendent,
Human Resources & Support Services
Dr. Anabolena DeGenna
Assistant Superintendent,
Educational Services

AGENDA

REGULAR BOARD MEETING

Wednesday, June 3, 2020

5:00 p.m. - Study Session

Closed Session to Follow

7:00 PM - Regular Board Meeting

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

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

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

Or join by phone:

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

US: +1 669 900 6833

Webinar ID: 967 1251 8839

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

Section A: PRELIMINARY

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

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

ROLL CALL VOTE:

Robles-Solis ____, Cordes ____, O'Leary ____, Lopez ____, Madrigal Lopez ____

A.2. Pledge of Allegiance to the Flag

Dr. Karling Aguilera- Fort will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

The District's Mission and Vision Statement will be read in English and Spanish by Board President, Monica Madrigal Lopez.

A.4. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Robles-Solis ____, Cordes ____, O'Leary ____, Lopez ____, Madrigal Lopez ____

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

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

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

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

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker.

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

A.6. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel - Anticipated Litigation: 1 case

Conference with Legal Counsel - Existing Litigation: 2 cases

OAH Case No. 2020-02-0793

Oxnard School District et al. Central District No. CV-04304-JAK-FFM

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

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

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernandez & Sawhney, LLP

Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

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

- Public Employee(s) Discipline/Dismissal/Release

-Public Employee Appointment/Recommendation:

- Principal, Elementary

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

A.8. Report Out of Closed Session

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

A.9. Election for Clerk of the Board (Aguilera-Fort)

The Board of Trustees will elect a Clerk to serve through December 2020.

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Robles-Solis ____, Cordes ____, O'Leary ____, Lopez ____, Madrigal Lopez ____

Section B: PUBLIC COMMENT/HEARINGS

B.1. Public Hearing: Oxnard School District 2020-21 Budget (George/Crandall Plasencia)

A public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2020-21 Budget prior to its adoption at the June 24, 2020 Board meeting. It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees open the public comment period for the Oxnard School District 2020-21 Budget.

Public Comment:

Presentation:

Moved:

Seconded:

Board Discussion:

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

Vote:

ROLL CALL VOTE:

Robles-Solis ____, Cordes ____, O’Leary ____, Lopez ____, Madrigal Lopez ____

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 VOTE:

Robles-Solis ____, Cordes ____, O’Leary ____, Lopez ____, Madrigal Lopez ____

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

C.1. Personnel Actions (Vaca/Nair-Villano)

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.

C.2. Request for Approval of Increase to Meal Prices (George/Lugotoff)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the increase to meal prices in order to remain in compliance with the Healthy, Hunger-Free Kids Act of 2010.

C.3. Certification of Signatures (George)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

C.4. Approval of Job Description - Assistant Superintendent of Human Resources (Aguilera-Fort)

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.5. Award of Informal Bid #19-INF-02 and Approval of Agreement #19-207 for Painting Project 2020 (George/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #19-INF-02, Painting Project 2020, and enter into Agreement #19-207 with D&J Painting, in the amount of \$42,000.00 to be paid with Deferred Maintenance Funds.

C.6. Award of Informal Bid #19-INF-01 and Approval of Agreement #19-208 for Flooring Project 2020

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

(George/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #19-INF-01, Flooring Project 2020, and enter into Agreement #19-208 with Reliable Floor Covering Inc., in the amount of \$107,202.00 to be paid with Deferred Maintenance Funds.

C.7. Award of Formal Bid #19-02 and Approval of Agreement #19-209 for Roofing Project 2020

(George-Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees award Bid #19-02 Roofing Project 2020, and enter into Agreement #19-209 with Falcon Roofing Company, in the amount of \$86,886.00 to be paid with Deferred Maintenance Funds.

C.8. Approval of Agreement #20-01, City of Oxnard Recreation and Community Services ASES Contract for the After School Program 2020-2021 (DeGenna/Shea)

It is the recommendation of the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-01 with the City of Oxnard Recreation and Community Services to provide the After School Program for Oxnard School District that meets the requirements of the After School Education and Safety Grant in the amount not to exceed \$1,800,000.00 plus reimbursement for ASES funded supplemental grant activities, and “Additional Services” not to exceed \$120,000.00, to be paid from After School Education and Safety (ASES) Grant and Title 1 Funds, for the 2020-2021 school year.

C.9. Approval of Agreement #20-04 – ALC Schools, LLC (George/Briscoe)

It is the recommendation of the Director of Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #20-04 with ALC Schools, LLC. in the amount not to exceed \$150,000.00 (\$65.00 per hour) to be paid from the General Fund. Term of Agreement: July 1, 2020 through June 30, 2021.

C.10. Approval of Agreement/MOU #20-05 – New Dawn Counseling & Consulting Inc. (DeGenna/Ridge)

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #20-05 with New Dawn Counseling & Consulting Inc. at no charge to the District. Term of Agreement: July 1, 2020 – June 30, 2021.

C.11. Approval of Agreement/MOU #20-06 – The Coalition for Family Harmony (DeGenna/Ridge)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #20-06 with The Coalition for Family Harmony at no cost to the District. Term of Agreement: July 1, 2020 – June 30, 2021.

C.12. Approval of Agreement/MOU #20-07 – School on Wheels, Inc. (DeGenna/Ridge)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #20-07 with School on Wheels, Inc. at no cost to the District. Term of Agreement: July 1, 2020 – June 30, 2021.

C.13. Approval of Agreement #20-08 – HopSkipDrive, Inc. (George/Briscoe)

It is the recommendation of the Director of Transportation, and the Assistant Superintendent, Business & Fiscal

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

Services, that the Board of Trustees approve Agreement #20-08 with HopSkipDrive, Inc. in the amount not to exceed \$75,000.00 (\$22.00 per hour (Base Rate) and \$2.50 per mile + Ten Cents (\$.10) per Ride California Access for All Fee) to be paid from the General Fund. Term of Agreement: July 1, 2020-June 30, 2021.

C.14. Approval of Agreement #20-09, CAFE 2-Inspire Program (DeGenna/Batista)

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-09 with the CAFE 2-Inspire Program in the amount of not to exceed \$33,500.00 to be paid out of Supplemental/Concentration Grant Funds for the 2020-2021 school year.

C.15. Approval of Agreement #20-12, LingPerfect Translations, Inc. (DeGenna/Batista)

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-12 with LingPerfect Translations, Inc. in the amount not to exceed \$1,500.00 to be paid out of Title 1. Term of Agreement: July 1, 2020 – June 30, 2021.

C.16. Approval of a Contractor Contingency Allocation (CCA) No. 017 associated with the Lemonwood ECDC and Lemonwood Reconstruction Project (George/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 017 to CSA #15-198 with Swinerton Builders related to the Lemonwood Elementary School Reconstruction Project and ECDC Project. CCA No. 017 will be a COST to the Contractor Contingency Allocation line item of Amendment #1 to CSA #15-198 in the amount of Nine Thousand Two Hundred Two Dollars and Seventy-Five Cents (\$9,202.75). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 017, the remaining balance of the Contractor Contingency Allocation will be Twenty-Seven Thousand Two Hundred Eleven Dollars and Thirty-Four Cents (\$27,211.34).

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.17. Ratification of Amendment # 1 to Agreement #19-36 - Behavior Insights, Inc. (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment # 1 to Agreement #19-36 with Behavior Insights, Inc. at no charge to the district, for the remainder of the 2019-2020 fiscal year.

C.18. Ratification of Amendment #2 to Agreement #19-80 - STAR of Ca, ERA ED (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational services, that the Board of Trustees ratify Amendment #2 to Agreement #19-80 with STAR of CA/ ERA ED in the amount of \$660,000.00 to be paid out of Special Education Funds, for the remainder of the 2019-2020 fiscal year.

C.19. Ratification of Amendment #1 to Agreement #19-154 - Autism Learning Partners, LLC (DeGenna)

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-154 with Autism Learning Partners. LLC in the amount not to exceed

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

\$120,000.00 to be paid out of Special Education Funds, for the 2019-2020 academic year.

Section D: ACTION ITEMS

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

D.1. Adopt Proposed Decision of Administrative Law Judge regarding the Reduction in Particular Kinds of Service (OAH CASE NO. 2020040364), and Approve the Superintendent's Recommendation regarding the Layoff of Certificated Employees (Vaca)

It is recommended that the Board of Trustees adopt the Administrative Law Judge's Proposed Decision on the District's resolution to reduce particular kinds of services and to layoff certain certificated employees as recommended by staff, and approve the layoff of the employees named in the Final Layoff List, as presented.

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

ROLL CALL VOTE:

Robles-Solis ____, Cordes ____, O'Leary ____, Lopez ____, Madrigal Lopez ____

D.2. Approval of Agreement #19-213 with Caldwell Flores Winters, Inc. to Provide a Voter Opinion Survey (Aguilera-Fort)

It is the recommendation of the District's Superintendent that the Board approve Agreement #19-213 with Caldwell Flores Winters, Inc. to provide a voter opinion survey to identify voter support for planned district improvements, for a flat fee of \$22,500.00, to be paid from the District's Developer Fee fund or any other allowable sources.

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

ROLL CALL VOTE:

Robles-Solis ____, Cordes ____, O'Leary ____, Lopez ____, Madrigal Lopez ____

D.3. Approval of Haydock School Name Change Recommendation (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees consider approval for a proposed new name for Haydock School.

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

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

ROLL CALL VOTE:

Robles-Solis ____, Cordes ____, O'Leary ____, Lopez, ____, Madrigal Lopez ____

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.

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

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

G.3. ADJOURNMENT

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Robles-Solis ____, Cordes ____, O'Leary ____, Lopez ____, Madrigal Lopez ____

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

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, May 29, 2020.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 3, 2020

Agenda Section: Section A: Preliminary

Election for Clerk of the Board (Aguilera-Fort)

The Board of Trustees will elect a Clerk to serve through December 2020.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees elect a Clerk to serve through December 2020.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 3, 2020

Agenda Section: Section B: Hearing

Public Hearing: Oxnard School District 2020-21 Budget (George/Crandall Plasencia)

A public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2020-21 Budget prior to its adoption at the June 24, 2020 Board meeting,

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 open the public comment period for the Oxnard School District 2020-21 Budget.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: June 3, 2020

Agenda Section: Section C: Consent Agenda

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:

Informational only.

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 MATERIALS:

Attached: [Personnel Actions 06.03.2020 \(two pages\)](#)

<u>Layoff</u>		
Aghagbon, Michelle R	Site Technology Technician, Position #2506 Elm 7.0 hrs./221 days	06/30/2020
Alvarado, Jorge L	Site Technology Technician, Position #2836 Frank 7.0 hrs./221 days	06/30/2020
Aspuria, John R	Site Technology Technician, Position #2511 Ramona 7.0 hrs./221 days	06/30/2020
Austin, Letitia	Public Information Officer, Position #8500 Superintendent's Office 8.0 hrs./246 days	06/30/2020
Ayala Areyalo, Louis J	Site Technology Technician, Position # 2510 McKinna 7.0 hrs./221 days	06/30/2020
Ball, Jason T	Site Technology Technician, Position #2505 Driffill 7.0 hrs./221 days	06/30/2020
Bradley, Arderick L	Instructional Materials Warehouse Attendant, Position #8394 Ed. Services 8 hrs./246 days	06/30/2020
Cazares, Efrain	Site Technology Technician, Position #2509 Haydock 7.0 hrs./221 days	06/30/2020
Gurrola, Mishael	Site Technology Technician, Position #2198 Sierra Linda 7.0 hrs./221 days	06/30/2020
Ibay, Raymond B	Site Technology Technician, Position #2001 Marina West 7.0 hrs./221 days	06/30/2020
Lazaro, Julian P	Site Technology Technician, Position #1839 Marshall 7.0 hrs./221 days	06/30/2020
Ledbetter, Christopher J	Site Technology Technician, Position #2507 Fremont 7.0 hrs./221 days	06/30/2020
Lopez, Robert	Warehouse Worker/Delivery Driver, Position #1016 Warehouse 4.5 hrs./215 days	06/30/2020
Mendez, Alma R	Site Technology Technician, Position #656 Lemonwood 7.0 hrs./221 days	06/30/2020
Nguyen, Yen Kim	Site Technology Technician, Position #2514 Soria 7.0 hrs./221 days	06/30/2020
Olmos, Andres	Site Technology Technician, Position #653 McAuliffe 7.0 hrs./221 days	06/30/2020
Ortega, Benjamin	Site Technology Technician, Position #2503 Chavez 7.0 hrs./221 days	06/30/2020
Ramirez, Adrian B	Site Technology Technician, Position #2512 Ritchen 7.0 hrs./221 days	06/30/2020
Ruiz, Jorge	Site Technology Technician, Position #2513 Rose Ave. 7.0 hrs./221 days	06/30/2020
Washington, Amy	Outreach Specialist, Position #2859 Pupil Services 8.0 hrs./180 days	06/30/2020
Zabala, Marietta A	Site Technology Technician, Position #2508 Harrington 7.0 hrs./221 days	06/30/2020

Unpaid Leave of Absence

Moreno, Alejandra	Library Media Technician, Position #2263 Haydock 6.0 hrs./192 days	05/11/2020-06/26/2020
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Return from Unpaid Leave of Absence

Delgado, Daniela T	Paraeducator III, Position #1956 Special Education 5.75 hrs./183 days	04/28/2020
Sanders, Ellie L	Paraeducator III, Position #2798 Special Education 5.75 hrs./183 days	05/18/2020
Vasquez, Sylvia	Transportation Scheduler/Router, Position #1446 Transportation 8.0 hrs./246 days	04/28/2020

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 3, 2020

Agenda Section: Section C: Consent Agenda

Request for Approval of Increase to Meal Prices (George/Lugotoff)

Effective July 1, 2011, the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296) requires that school food authorities (SFA's) participating in the National School Lunch Program ensure that schools provide the same level of support for paid lunches as they do for lunches served to students eligible for free lunches. SFA's currently charging less than \$3.00 for a paid lunch may be required to either gradually increase prices or provide additional non-Federal support for their lunches. The law caps the required increase in the paid meal prices at \$.10 in any year.

The Oxnard School District Child Nutrition Services program currently charges students ineligible for free or reduced meals \$2.65 for lunch. It is now necessary to increase that meal price to \$2.75 for lunch in order to implement the abovementioned provision.

The Administration is requesting the Board's approval of the increased meal price of \$2.75 for paid lunch in order to comply with the Healthy, Hunger-Free Kids Act of 2010. These changes are to be effective the 2020-21 fiscal year.

Effective the 2018-19 fiscal year, all students in Oxnard School District receive meals free of charge through the Community Eligibility Provision (CEP). It is still necessary to increase the meal prices incrementally in order to remain in compliance with the Healthy, Hunger-Free Kids Act of 2010.

FISCAL IMPACT:

The Child Nutrition Fund will experience a slight increase in revenue due to the price increases per paid meal.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the increase to meal prices as outlined above.

ADDITIONAL MATERIALS:

Attached:

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 3, 2020

Agenda Section: Section C: Consent Agenda

Certification of Signatures (George)

Annually at the beginning of each fiscal year, or after any reorganization or staff change, school districts need to declare the agent(s) authorized to sign orders, warrants, contracts, documents, etc. A statement of authorized agent(s) along with a verified signature must be filed with School Business and Advisory Services at the Ventura County Office of Education.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

ADDITIONAL MATERIALS:

Attached: [Certification of Signatures \(3 pages\)](#)

OXNARD SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

I, Dr. Karling Aguilera-Fort, Superintendent/Secretary to the Board of Trustees of the Oxnard School District of Ventura County, California, certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district (Part 1). Verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, Notices of Employment, Contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Sections indicated.* If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

Unless amended by Board action, these approved signatures will be considered valid for the period of June 4, 2020 through June 30, 2020.

Date of Board Action: June 3, 2020

Signature: _____
Dr. Karling Aguilera-Fort,
Superintendent/Secretary to
the Board of Trustees

PART I

Signatures of Members of the Board

Signature: _____
Debra M. Cordes, _____
of the Board of Trustees

Signature: _____
Jarely Lopez, _____
of the Board of Trustees

Signature: _____
Monica Madrigal Lopez, _____
of the Board of Trustees

Signature: _____
Denis O'Leary, _____
of the Board of Trustees

Signature: _____
Veronica Robles-Solis, _____
of the Board of Trustees

*Education Code Sections
42632, 42633

PART 2

Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that person is authorized to sign.

Signature: _____

Dr. Karling Aguilera-Fort

Title: District Superintendent

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, Warrant Orders, Appointment of Authorized Agents for Federal and State Applications, Appointment of Representatives to Acquire Surplus Property and All Documents Requiring the Signature of Secretary or Clerk.

Signature: _____

Dr. Jesús Vaca

Title: Assistant Superintendent, Human Resources & Support Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature: _____

Betsy George

Title: Assistant Superintendent, Business & Fiscal Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notice of Employment, Contracts, Purchase Orders, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Page Three

Signature: _____

Dr. Anabolena DeGenna

Title: Assistant Superintendent, Educational Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature: _____

Mary Crandall Plasencia

Title: Director of Finance

Authorized to Sign: A and B Warrants, Inter-fund and Intra-fund Transfers, Miscellaneous Income Collection Reports, Cafeteria, Revolving and Clearing Account Checks.

Signature: _____

Lisa A. Franz

Title: Director of Purchasing

Authorized to Sign: Purchase Orders, Board-Approved Contracts.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 3, 2020

Agenda Section: Section C: Consent Agenda

**Approval of Job Description - Assistant Superintendent of Human Resources
(Aguilera-Fort)**

The job description for Assistant Superintendent, Human Resources, will be presented for the Board's consideration.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees approve the job description for Assistant Superintendent of Human Resources as presented.

ADDITIONAL MATERIALS:

Attached: [Job Description - Assistant Superintendent, Human Resources \(3 pages\)](#)

Title: Assistant Superintendent, Human Resources

Overview: Under the direction of the Superintendent, provides for the overall direction, coordination, and articulation of the Human Resources Department, District's compensation program and employee/employer relations.

Job Goals: To assist the Superintendent substantially and effectively in the task of providing leadership in developing, achieving, and maintaining the best possible educational programs and services. Administers the particular division and/or departments of which he has charge with a maximum of efficiency.

Report to: District Superintendent

Salary: Competitive

Qualifications:

1. Master's degree required, Doctorate desirable. Specific preparation in administration of public education, personnel practices and procedures, and employee/employer relations.
2. A valid and appropriate Administrative Credential in compliance with the provisions of Title 5, *California Administrative Code*, Sections 80125-80127 and *California Education Code*, Section 44270.
3. Successful experience in human resources administration in an education institution. A minimum of four years of successful, full-time classroom teaching experience, and four years of successful, full-time administrative or supervisory experience at the site and district office levels.
4. Demonstrated ability to work effectively and harmoniously with administrators, teachers, and other staff.
5. Demonstrated ability to communicate effectively both in written form and orally.
6. Demonstrated ability to compile and write clear, concise district policies and procedures consistent with current law and the needs of the District.
7. Ability to meet district standards for physical and mental health.
8. Evidence of mature judgment and a sensitivity to the personnel needs of the District based upon the racial/ethnic composition of the community including state and federal laws.
9. Satisfactory recommendations from a training supervisor or other professional who has observed the candidate's personal characteristics, scholastic achievement, and job-related performance.
10. Demonstrated success and a strong and visionary leader with experience at the district office level.
11. Skilled in conceptualizing, clarifying, and analyzing organizational patterns best suited to accomplish the personnel goals of the district.
12. Skilled in communicating, engaging and motivating employees toward achieving the vision and goals of the district's strategic plan.
13. Able and prepared to handle accidents and emergencies at any time.

Performance Responsibilities:

1. Accepts from the Superintendent responsibilities as the Superintendent chooses to delegate to her/him and assumes full responsibility for discharging them.
2. Works with the Superintendent and senior management to implement the Board's adopted goals and strategic plan and in articulating a vision for the district's human capital strategy.
3. Oversees, coordinates and manages the district's negotiations process and operations.
4. Manages and implements the bargaining contract with the organizational units.
5. Evaluates and supervises the performance of administrators/department heads within the Human Resources and Support Service Division to secure the continual improvement of the District's program and services.

Oversees the District's staff recruitment and retention efforts.
6. Plays a significant role in fostering professional growth and building of staff morale throughout the District.
7. Stays current on local, state and federal laws, rules, regulations, and other requirements for compliance by the District.
8. Interprets and supports the district's compensation and benefits program, including payroll procedures.
9. Collects and compiles pertinent salary information from relevant sources and develops recommendations for improvement within the District.

Supervises the administration of personnel policies. Directs the program of implementation of district personnel policies, systematically reviews personnel policies and practices, and ensures legal compliance. Coordinates the functions of the Human Resources Department with other departments of the District. Consults with the Superintendent and Board of Trustees on questions related to the District's personnel matters, bargaining agreements, state and federal law.
10. Serves, upon assignment by the Superintendent, as a resource person to various managers in the district.
11. Prepares drafts of needed board policies, administrative rules, personnel actions, and status reports for the Superintendent's review and action.
12. Keeps informed of and interprets all laws, regulations, statutes, rules, and policies affecting his/her divisions or departments.
13. Plans and administers an efficient system of recruiting, hiring, training, supervising, and evaluating all personnel.
14. Devises comprehensive and efficient systems of record-keeping in accordance with the particular needs of his/her division and the policies, regulations, and laws affecting his/her division.
15. Assumes responsibility for budget development and long-range financial planning of his/her division.
16. Serves as District Affirmative Action Officer.
17. Remains abreast of developments and innovations in the field by reading current literature, attending professional society and association meetings and conferences, and discussing developments and problems of mutual interest with others in the field. Speaks, reads and writes in a designated second language.
- 18.

Term of Employment:

This shall be a twelve-month position with salary and benefits established annually by the Board of Trustees. The currently adopted work year, salary and benefit schedule will be found in 7200 BP.

Evaluation:

The evaluation and assessment of performance of the Assistant Superintendent will be conducted annually by the District Superintendent in accordance with the provisions of *California Education Code*, Sections 44660-44665 and Oxnard School District Board Policy 7230.

Job description updated June 3, 2020

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 3, 2020

Agenda Section: Section C: Facilities Agreement

Award of Informal Bid #19-INF-02 and Approval of Agreement #19-207 for Painting Project 2020 (George/Miller)

Informal bids were solicited for Bid #19-INF-02, Painting Project 2020, pursuant to Public Contract Code 20110. Seven bids were received and opened via ZOOM at 11:00 a.m., Thursday, April 30, 2020.

Per the attached Bid Summary, the apparent low bidder was Stolie Painting, however their Bid has been deemed non-responsive as they did not include the required "Confirmation of Job Walk Form" in their Bid package.

It is requested that the Board of Trustees award Bid #19-INF-02, Painting Project 2020, and enter into Agreement #19-207 with D&J Painting as the lowest, responsive, responsible bidder, in the amount of \$42,000.00.

FISCAL IMPACT:

\$42,000.00 – Deferred Maintenance Funds

RECOMMENDATION:

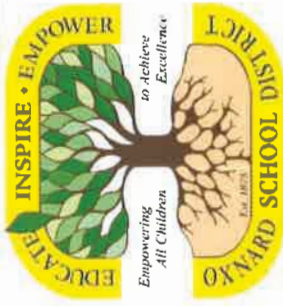
It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #19-INF-02, Painting Project 2020, and enter into Agreement #19-207 with D&J Painting, in the amount of \$42,000.00.

ADDITIONAL MATERIALS:

Attached: [Bid Summary \(1 Page\)](#)
[Agreement #19-207, D&J Painting \(3 Pages\)](#)

OXNARD SCHOOL DISTRICT

School/Dept: McAuliffe/Kamala
 Project Description: Painting Project 2020
 OSD BID NO. 19-INF-02



BIDDERS	MCAULIFFE	KAMALA	TOTAL
Economos Painting	32,700	21,700	54,400
Omega Construction Co.	27,500	39,000	66,500
Pacific Contractors Group	55,500	55,500	111,000
Pacific Rim Painting	34,500	34,500	69,000
Stobie Painting	19,100	17,200	36,300
US National Corp	56,000	49,800	105,800
D+ & Painting	26,025	15,975	42,000

SECTION 00310

AGREEMENT #19-207

THIS AGREEMENT is made this 3rd day of June, 2020, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the “District” and D & J Painting, hereinafter called the “Contractor”, with a principal place of business located at 3067 Fitzgerald Road, Simi Valley, CA 93065.

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1.01 The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

Bid #19-INF-02
Painting Project 2020

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

1.02 Contract Time.

A. Final Completion of the Work. The Work shall be commenced on the date stated in the initial Notice to Proceed issued by the District to the Contractor and shall be completed within **thirty-three (33) consecutive calendar days** from the date stated in the initial Notice to Proceed. See General Conditions, Article 7.

<u>Project</u>	<u>Starting Date</u>	<u>Completion Date</u>
McAuliffe School Exterior Portables	June 21, 2020	July 22, 2020
Kamala School	June 21, 2020	July 22, 2020
<u>TOTAL CONTRACT PERIOD:</u>		
Construction	June 21, 2020	July 22, 2020
Closeout/Punch List items	July 23, 2020	July 24, 2020

1.03 Contract Price. The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of **Forty-Two Thousand Dollars and No Cents (\$42,000.00)**. The Contract Price is based upon the Contractor’s Base Bid Proposal only. The District’s payment of the Contract Price shall be in accordance with the Contract Documents.

1.04 Liquidated Damages. In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

1.05 The Contract Documents. The Contract Documents consist of the following:

Notice to Contractors Calling for Bids	Certificate of Workers Compensation
Instructions for Bidders	Drug Free Workplace Certification
Bid Proposal	Fingerprinting Certificate
Subcontractors List	DVBE Participation Goal
Non-Collusion Affidavit	Guarantee
Statement of Bidder’s Qualifications	Project Forms
Bid Security	General Conditions
Agreement	Special Conditions
Labor and Material Payment Bond	Specifications
Performance Bond	Drawings

1.06 Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of

the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT

D & J PAINTING

OXNARD SCHOOL DISTRICT,
a California School District

(Contractor's License Number)

By: _____
Betsy George, Assistant Superintendent,
Business & Fiscal Services

By: _____

Name: _____

Title: _____

(Corporate Seal)

END OF SECTION

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 3, 2020

Agenda Section: Section C: Facilities Agreement

Award of Informal Bid #19-INF-01 and Approval of Agreement #19-208 for Flooring Project 2020 (George/Miller)

Informal bids were solicited for Bid #19-INF-01, Flooring Project 2020, pursuant to Public Contract Code 20110. One bid was received and opened via ZOOM at 11:00 a.m., Monday, May 4, 2020.

It is requested that the Board of Trustees award Bid #19-INF-01, Flooring Project 2020, and enter into Agreement #19-208 with Reliable Floor Covering Inc. as the lowest, responsive, responsible bidder, in the amount of \$107,202.00.

FISCAL IMPACT:

\$107,202.00 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees award Bid #19-INF-01, Flooring Project 2020, and enter into Agreement #19-208 with Reliable Floor Covering Inc., in the amount of \$107,202.00.

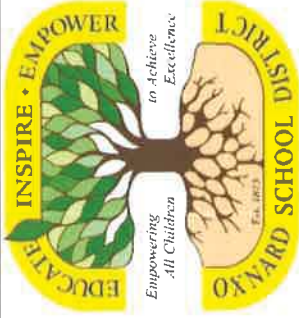
ADDITIONAL MATERIALS:

Attached: [Bid Summary \(1 Page\)](#)

[Agreement #19-208, Reliable Floor Covering Inc. \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

School/Dept: McAuliffe/Ramona/Frank
 Project Description: Floor Project 2020
 OSD BID NO. 19-INF-01
 Date: Monday, May 4, 2020



BIDDERS	MCAULIFFE	RAMONA	FRANK	TOTAL
Reliable Floor Covering	9,490 ⁰⁰	68,811. ⁰⁰	28,901. ⁰⁰	107,202. ⁰⁰

SECTION 00310

AGREEMENT #19-208

THIS AGREEMENT is made this 3rd day of June, 2020, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the “District” Reliable Floor Covering Inc., hereinafter called the “Contractor”, with a principal place of business located at 2304 Townsgate Road, Westlake Village, CA 91361.

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1.01 The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

Bid #19-INF-01
Flooring Project 2020
(McAuliffe/Ramona/Frank)

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

1.02 Contract Time. Final completion of the work shall be achieved within **Forty-six (46) Calendar Days** beginning **June 22, 2020** and ending **August 7, 2020**. Failure to achieve Final Completion within the Contract Time will result in the assessment of Liquidated Damages.

1.03 Contract Price. The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of **One Hundred Seven Thousand Two Hundred Two Dollars and No Cents (\$107,202.00)**. The Contract Price is based upon the Contractor’s Base Bid Proposal only. The District’s payment of the Contract Price shall be in accordance with the Contract Documents.

1.04 Liquidated Damages. In the event of the failure or refusal of the Contractor to achieve

Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

1.05 The Contract Documents. The Contract Documents consist of the following:

- | | |
|--|-------------------------------------|
| Notice to Contractors Calling for Bids | Certificate of Workers Compensation |
| Instructions for Bidders | Drug Free Workplace Certification |
| Bid Proposal | Fingerprinting Certificate |
| Subcontractors List | DVBE Participation Goal |
| Non-Collusion Affidavit | Guarantee |
| Statement of Bidder's Qualifications | Project Forms |
| Bid Security Agreement | General Conditions |
| Labor and Material Payment Bond | Special Conditions |
| Performance Bond | Specifications |
| Certification of Financial Relationships | Drawings |

1.06 Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT

RELIABLE FLOOR COVERING INC.

OXNARD SCHOOL DISTRICT,
a California School District

(Contractor's License Number)

By: _____
Betsy George, Assistant Superintendent,
Business & Fiscal Services

By: _____
Name: _____
Title: _____
(Corporate Seal)

END OF SECTION

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 3, 2020

Agenda Section: Section C: Facilities Agreement

Award of Formal Bid #19-02 and Approval of Agreement #19-209 for Roofing Project 2020 (George-Miller)

Formal bids were solicited for Bid #19-02, Roofing Project 2020, pursuant to Public Contract Code 20110. Two bids were received and opened via ZOOM at 11:00 a.m., Thursday, May 7, 2020. The bid summary is attached.

It is requested that the Board of Trustees award Bid #19-02 Roofing Project 2020, and enter into Agreement #19-209 with Falcon Roofing Company, as the lowest, responsive, responsible bidder, in the amount of \$86,886.00.

FISCAL IMPACT:

\$86,886.00 – Deferred Maintenance Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees award Bid #19-02 Roofing Project 2020, and enter into Agreement #19-209 with Falcon Roofing Company, in the amount of \$86,886.00.

ADDITIONAL MATERIALS:

Attached: [Bid Summary \(1 Page\)](#)

[Agreement #19-209, Falcon Roofing Company \(3 Pages\)](#)

OXNARD SCHOOL DISTRICT

School/Dept: Fremont/Haydock
Project Description: Roofing Project 2020
OSD BID NO. 19-02
Date: Thursday, May 7, 2020



BIDDERS

HAYDOCK

Best Contracting Services

125,316⁰⁰

Falcon Roofing Co.

86,886⁰⁰

SECTION 00310

AGREEMENT #19-209

THIS AGREEMENT is made this 3rd day of June, 2020, in the City of Oxnard, County of Ventura, State of California, by and between **OXNARD SCHOOL DISTRICT**, a California School District, hereinafter called the “District” and Falcon Roofing Company, hereinafter called the “Contractor”, with a principal place of business located at 425 Constitution Ave., #D, Camarillo, CA 93012.

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1.01 The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner and in strict compliance with the terms and conditions of the Contract Documents all of the Work required in connection with the work of improvement commonly referred to as:

Bid #19-02
Roofing Project 2020

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto, in strict accordance with the Contract Documents.

1.02 Contract Time.

A. Final Completion of the Work. The Work shall be commenced on the date stated in the initial Notice to Proceed issued by the District to the Contractor and shall be completed within **fifty-three (53) consecutive calendar days** from the date stated in the initial Notice to Proceed. See General Conditions, Article 7.

<u>Project</u>	<u>Starting Date</u>	<u>Completion Date</u>
Haydock Replace (BLDG 6)	June 22, 2020	August 14, 2020

TOTAL CONTRACT PERIOD:

Roof Replacement	June 22, 2020	August 13, 2020
Closeout/Punch List items	August 13, 2020	August 14, 2020

1.03 Contract Price. The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of **Eighty-Six Thousand Eight Hundred Eighty-Six Dollars and No Cents (\$86,886.00)**. The Contract Price is based upon the Contractor’s Base Bid Proposal only. The District’s payment of the Contract Price shall be in accordance with the Contract Documents.

1.04 Liquidated Damages. In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, or completion of the Interim Milestones as provided in the Contract Special Conditions, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.

1.05 The Contract Documents. The Contract Documents consist of the following:

- | | |
|--|-------------------------------------|
| Notice to Contractors Calling for Bids | Certificate of Workers Compensation |
| Instructions for Bidders | Drug Free Workplace Certification |
| Bid Proposal | Fingerprinting Certificate |
| Subcontractors List | DVBE Participation Goal |
| Non-Collusion Affidavit | Guarantee |
| Statement of Bidder’s Qualifications | Project Forms |
| Bid Security | General Conditions |
| Agreement | Special Conditions |
| Labor and Material Payment Bond | Specifications |
| Performance Bond | Drawings |
| Certification of Financial Relationships | |

1.06 Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

DISTRICT

FALCON ROOFING COMPANY

OXNARD SCHOOL DISTRICT,
a California School District

(Contractor's License Number)

By: _____
Betsy George, Assistant Superintendent,
Business & Fiscal Services

By: _____

Name: _____

Title: _____
(Corporate Seal)

END OF SECTION

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 3, 2020

Agenda Section: Section C: Enrichment Agreement

**Approval of Agreement #20-01, City of Oxnard Recreation and Community Services
ASES Contract for the After School Program 2020-2021 (DeGenna/Shea)**

The attached contract is an agreement between the City of Oxnard Recreation and Community Services department and Oxnard School District to provide a high quality after school program at each school site in Oxnard School District. The contract outlines the roles of each agency and ensures both organizations are committed to providing quality services in a safe environment for the student population in the Oxnard School District elementary and middle schools. The program will operate every school day and provide extra enrichment, recreation, literacy, and math. The contract protects the district by requiring insurance, indemnification, personnel disclosure, and child abuse reporting.

FISCAL IMPACT:

Not to exceed \$1,800,000.00 plus reimbursement for ASES funded supplemental grant activities, and “Additional Services” not to exceed \$120,000.00, to be paid from After School Education and Safety (ASES) Grant and Title 1 Funds.

RECOMMENDATION:

It is the recommendation of the Manager, Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-01 with the City of Oxnard Recreation and Community Services to provide the After School Program for Oxnard School District that meets the requirements of the After School Education and Safety Grant.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-01, City of Oxnard \(79 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #20-01

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“**Agreement**”) is entered into as of this 3rd day of June 2020 by and between the Oxnard School District (“**District**”) and the City of Oxnard (“**Consultant**”). District and Consultant are sometimes hereinafter individually referred to as “**Party**” and hereinafter collectively referred to as the “**Parties.**”

RECITALS

- A. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services (defined below), as defined and described particularly on **Exhibit A-0, Exhibit A-1, Exhibit A-2** and **Exhibit A-3**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by District to perform the Services.
- C. The California Department of Education has awarded District a grant through the After School Education and Safety (ASES) Program for Fiscal Year 2020-2021 (the “**Grant**”).
- D. One way in which District desires to use the Grant is to fund local after school education and enrichment programs through retaining Consultant to perform the Services.
- E. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2020 to and including June 30, 2021 (the “**Term**”). This Agreement may be extended only by a written amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibits A-0 through A-3** shall be completed during the Term pursuant to the schedule specified in **Exhibit A-0** (the “**Primary Services**”). Consultant may also, at its election, agree to provide additional services, at District’s request and only with District’s prior written authorization (the “**Additional Services**”). Should Consultant render any Additional Services without District’s prior written authorization, District shall not be obligated to pay for such services. Any such Additional Services shall be completed in accordance with **Exhibits A-0 through A-3** during the Term pursuant to the schedule specified in **Exhibit A-0**. For purposes of this Agreement, the

Primary Services and Additional Services shall collectively be referred to as the “**Services.**” Should the Services not be completed pursuant to the schedule specified in Exhibit A-0, Consultant shall be deemed to be in Default as provided below. District shall agree to revise the schedule specified in Exhibit A-0 when Consultant’s delay is caused by the action or inaction of District and Consultant promptly notifies District of such delay. 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. If the amount of the Grant or ASES Program is modified, Consultant and District agree to amend Exhibit A-0 as it relates to funding levels, services and expectations.

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 for the Services. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed One Million Eight Hundred Thousand Dollars (\$1,800,000.00) and “Additional Services” not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00) payable through reimbursement as outlined in Exhibit A-0 and Exhibit B. If the amount of the funding is modified, the Parties agree to amend the costs accordingly through written amendment.

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. All work invoiced under this contract shall be work directly related to this agreement. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. The final invoice may include a fixed administrative fees not to exceed \$45,000. 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) calendar 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) calendar days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) calendar 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) work 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. District shall provide written 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 written notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) work days, but may be extended, though not reduced, at the discretion of District. During the period of time that Consultant is in default, District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, 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, District may terminate this Agreement as provided above. Any failure on the part of District to give notice of the Consultant's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. Notwithstanding the foregoing, Consultant shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the action or inaction of District.

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 of the 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 as set forth in paragraph 12 of 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 (3) 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 (3) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.

b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) work 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. If Consultant becomes aware that any person employed by or volunteering with Consultant in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Consultant must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

c. 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, but only to the extent such information is not considered a public record for purposes of federal or state law. 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 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 of its officers or employees, 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 not qualify as a “designated employee”.

_____ (Initials)

c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a “designated 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 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 Trustees 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 District. Consultant shall be as fully responsible to District for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by Consultant, as if the acts and omissions were performed by Consultant 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.

c. Consultant shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

21. **Assumption of Responsibility.** In accordance with Consultant's obligations under paragraphs 11, 12, 19, and 20 herein, Consultant assumes all responsibility for the care, custody, and control of students participating in any activity, whether on-site or off-site, offered in connection with the Services.

22. **Indemnification.**

a. Consultant's Indemnity Obligation.

To the fullest extent permitted by California law, Consultant shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials, elected board members, employees, and volunteers, or claims caused by dangerous conditions of District real property which arose out of acts or failure to act by District. Except as specifically provided in this Agreement, in no event shall Consultant be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement.

Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

b. District's Indemnity Obligation.

To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless the Consultant and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Consultant, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Consultant as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

_____ (Initials)

23. **Insurance.** District acknowledges that Consultant is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b) and that Consultant is self-insured for general liability claims in accordance with Government Code sections 989 and 990. To the extent applicable, Consultant will provide to District evidence of self-insurance coverage for the types and amounts of insurance set forth on Exhibit C hereto.

24. **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: Lisa A. Franz
Phone: (805) 385-1501 x2414
Fax: (805) 240-7582

To Consultant: City of Oxnard Recreation and Community Services
305 W. 3rd St., First Floor West Wing
Oxnard, California 93030
Attention: Terrel Harrison
Phone: (805) 385-7993
Email: Terrel.Harrison@oxnard.org

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) work days after deposit of the same in the custody of the United States Postal Service.

25. **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.

26. **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.

27. **Administration.** The Assistant Superintendent, Educational Services, or designee, shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** attached hereto.

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

29. **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. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

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

31. **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.

32. **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.

33. **Dispute Resolution**

Any disputes arising from this Agreement shall be resolved using the dispute resolution process described below.

The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information: (1) a statement of the facts of the dispute, including information regarding the Party's attempt to resolve the dispute; (2) the specific sections of the Agreement that are in dispute; and (3) the specific resolution sought by the Party. Within fourteen (14) calendar days from receipt of the notice of dispute, representatives of the Parties shall meet in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute, the Party initiating the dispute resolution process shall notify the other party (the responding party) in writing and the Parties shall agree on a mediator within fourteen (14) calendar days. If the Parties cannot mutually agree to a mediator, the Parties shall make a joint request of the State Mediation and Conciliation Service of the California Department of Industrial Relations ("SMCS") for a list of five (5) qualified mediators. The Parties shall select a neutral arbitrator from the SMCS list by striking one name from the list in succession until only one name remains. The mediation procedure shall be informal in nature; however, the Parties may submit mediation briefs regarding the dispute at the request of the mediator. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the Parties.

Either Party may seek equitable or injunctive relief prior to the mediation to preserve the status quo or prevent irreparable injury pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session.

34. **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).

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

[SIGNATURES ON FOLLOWING PAGE]

OXNARD SCHOOL DISTRICT:

CITY OF OXNARD:

Lisa A. Franz, Director, Purchasing

Tim Flynn, Mayor

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-6000756

ATTEST:

Michelle Ascension, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

Risk Manager

EXHIBIT A-0
TO AGREEMENT FOR CONSULTANT SERVICES

I. Consultant will perform services required by District in connection with its After School Education and Safety (ASES) Program, and specifically agrees to provide the following services under the captioned agreement:

A. Attendance:

1. Elementary students should participate every day the program operates.
2. Intermediate students should participate a minimum of nine hours and three days per week.
3. Efforts will be made to maintain consistency of attendance with the intent to reduce the turnover in enrollment.
4. Early release waivers will be used for all students recurring late start or early program release (i.e. late start for tutoring and early release for catechism or sports).
5. No early release waiver shall be approved if as a result, the child will attend less than one and one half hours of after school programming.
6. Students who leave the program early with an excused reason (i.e., sick, doctor's appointment) shall have it noted on the sign out sheet and have back up documentation filed with each month's attendance.
7. The Consultant shall agree to meet the minimum attendance required by the ASES Grant.

B. Assurances

1. Provide an academic and enrichment after school program in each grant funded school.
2. To plan the program through a collaborative process that includes parents, youth, representatives of participating school sites, governmental agencies, local law enforcement, community organizations and the private sector.
3. Hire staff, based on the 20-1 ratio required by grant funding, including a site coordinator, project supervisory staff and provide payroll services for Consultant employees.
4. Operate each program from the end of the school day until 6:00 PM every regular school day or for a minimum of three hours after school dismissal.
5. When agreed upon and coordinated between Consultant and District, provide a program for non-school calendar days (i.e., weekends, vacations).
6. When agreed upon and coordinated between the Consultant and District, will provide services for Supplemental Grants with compensation being reimbursed for expenses agreed upon in advance not to exceed the per pupil amount funded by the grant. As used herein, a "Supplemental Grant" means a grant project outside of District's After School Education and Safety Core Grant.
7. Provide program assessment results to District for the annual evaluation. Evaluation tools such as Quality Self-Assessment Tool (QSAT) or other measures of program evaluation as suggested by the California Department of Education –

Not Project Related

Project #20-01

After School Division and/or California After-School Network. Documentation needs to happen quarterly for the Federal Program Monitoring Process (FPM).

8. Assist and maintain organized information for Federal Program Monitoring (FPM) at each site. The documentation needs to be submitted quarterly.
9. All food offered to students will conform to the nutrition standards as established by the U.S. Department of Agriculture (low fat content, calories, no candy or soda). Reimbursable Snack Logs will be submitted to District Food Services to ensure proper documentation for the State and Federal Food Program. Reporting also includes electronic input of total snacks served in Zangle-Food Services module.

C. Professional Development

1. Provide training for after school program staff and include the District Manager of Special Programs, and as appropriate, include staff of collaborating organizations.
2. Attend Region 8 Program Directors and Network Meetings on a quarterly basis.
3. Professional Development-All Staff:
 - a. All staff participates in quarterly professional development provided by District and Consultant on the topics of Positive Behavior Intervention Support, English Learner Strategies, technology, Depth of Knowledge and inquiry strategies, Common Core State Standards, Smarter Balanced Assessment Consortium, STEM/STEAM, communication skills and other topics to align the after school program with the regular day throughout course of the academic school year.

D. Participate in monthly trainings to receive lessons and materials for the upcoming month. Meetings will be a minimum of three hours. Trainings will be coordinated by Consultant and District.

1. Site Coordinator meetings shall be held once a month to review the training received by other staff, receive training on the Continuous Quality Improvement to assist with site goals and objectives and plan collectively for activities.
2. Professional Development-Math staff
 - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be three hours.
3. Professional Development – Literacy staff
 - a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Training will be three hours.
4. Professional Development – Arts/Special Enrichment staff
 - a. Participate in two full day training before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings offered by District, District approved provider, and/or Consultant. Training will be three hours.
5. Professional Development – Engineering is Elementary (EIE)

Not Project Related

Project #20-01

- a. Participate in two full day trainings before the start of school conducted by District approved provider as per agreement with District.
 - b. Participate in monthly trainings to receive lessons and materials for the upcoming month. Trainings will be three hours.
6. Professional Development – Physical Fitness/Recreation Staff
- a. Participate in monthly trainings as offered by the Consultant.
 - b. Training topics include, but not limited to: physical fitness, self-esteem and nutrition.

E. Risk Management

1. Provide background clearance through the police department and TB tests and provide monthly reports of all employees who have received clearance for employment.
2. Provide a copy of insurance documents, which verify coverage for District.
3. Clear outside contractors and events through the District risk management department. This shall occur at least 30 days prior to service or event.
4. Clear all activities and enrichment courses, including flyers and advertisements, through District Risk Management Department and District Administration to ensure proper safety procedures are in place according to District timelines. This shall occur at least 30 days prior to service or event.
5. Clear all fundraisers through District Risk Management Department and District Administration to ensure compliance with Board Policies. This shall occur at least 30 days prior to service or event.
6. Participate in school wide emergency drills and learn the protective procedures at each school site.

F. Responsibility

1. Staff each school site to meet the 20:1 ratio with the following understanding:
 - a. The site coordinator is to run the daily operations of the program and support staff working directly with students. The site coordinator position is to address the administrative responsibilities of the program. The coordinator taking a group is the exception and not the rule.
 - b. Lead staff are defined as the staff working with the groups of students during the program. Lead staff will have a group that does not exceed the 20:1 ratio and provide activities they have received at monthly trainings.
2. Report attendance and activities weekly by Wednesday of each week for the previous week.
3. Work with District to establish and maintain partnerships with community agencies.
4. Provide student learning and enrichment materials above and beyond materials already purchased by District.
5. Participate in collaboration activities with other participating organizations.
6. Vacate learning areas within each school in the same or better conditions as they were found.
7. When hiring, preference will be given to District employees as appropriate; however, final decision of hiring personnel is the Consultant's.

Not Project Related

Project #20-01

8. Include the Common Core State Standards and strategies for English Learners and Special Education students in lessons.
9. Include feedback from the after school administrator and site principal when evaluating employees.
10. Submit a use of facility permit to the Facilities Department at District.
11. Meet weekly with District administrator.
12. Provide documentation of matching funds.
13. Operate the Program in accordance with the conditions set forth in this Exhibit A-0, Exhibit A-1 and Exhibit A-3.
14. Operate the Program in accordance with the conditions set forth in Exhibit A-2, if applicable pursuant to Section 3 of this Agreement.
15. Report any unsafe physical conditions of the facilities or grounds in the after-school activity areas to the Facilities Department at District immediately.
16. Field trips may take place during the program. The District must approve field trips in writing in advance. The City staff will be responsible for the supervision, permission slips and other details relating to the field trip.

II. Supplemental Programming

- a. Supplemental programming is defined as activities outside of the 180 days school is in session.
- b. Supplemental Programs must be approved in advance by written request.
- c. Student ratio not to exceed 20:1.
- d. Field trips may take place during the program. The District must approve field trips in writing in advance. The City staff will be responsible for the supervision, permission slips and other details relating to the field trip.

III. The Oxnard School District agrees to:

- A. Provide consistent, adequate and safe space for after school groups and activities after school each day in the schools with After School Education and Safety (ASES) Grants (including classrooms, cafeteria, restrooms, and playground).
- B. Provide a District administrator to coordinate and collaborate with the Consultant's Recreation and Community Service's Oxnard Scholars Program.
- C. Provide a staff member to help create an academic link between the after school program and the regular school day—reporting language arts and math assessment results to the after school program and reporting the after school results to the regular classroom teachers.
- D. Provide professional development to aid in the aligning the After School Program with the regular school day (Math, Literacy, Arts/Special Enrichment, and Physical Fitness and Nutrition).
- E. Provide consistent access to the computer lab and library.
- F. Provide daily nutritional snack and/or meal through the federal free and reduced lunch program.
- G. Provide daily custodial services.
- H. Submit required attendance, fiscal and evaluation reports to the State of California.
- I. Provide office space/station with access to phone, computer, printer and internet access.
- J. Provide Access to Q.

Not Project Related

Project #20-01

- K. Notwithstanding Consultant's obligations contained in Exhibit A-3, administer medication to students participating in ASES Program in compliance with federal and California law.
- L. Perform those actions set forth in Exhibit A-3.

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

- A. Certificates of insurance and additional insured endorsements for 2020-2021, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California.
- B. Evidence that employees have met the No Child Left Behind (NCLB) requirements.
- C. Monthly employee list certifying all have cleared TB and Fingerprint screenings.
- D. Weekly attendance and activity reports.
- E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program.
- F. Evidence that Consultant's employees and volunteers have complied with the fingerprinting and training requirements required by this Agreement.

Not Project Related

Project #20-01

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

STATUS REPORT FOR ACTIVITY	DUE DATE
A. Weekly attendance report (reported).	Each Wednesday by Noon
B. Monthly Q attendance report and Q Reimbursable Snack-Food Services meal summary report for each school (confirmed).	15th of each month
C. Monthly activity reports for each school, including trainings, lesson plans and examples of student work (Digital Format).	15th of each month
D. Monthly expenditure reports, including salaries for employees, supplies, trainings and Administrative costs.	30th of each month for the previous month

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

None.

See attached list. **(To be provided prior to the 1st day of school)**

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

None.

See attached list.

VIII. AMENDMENT

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

EXHIBIT A-1
General Provisions

Consultant agrees to operate the ASES Program (“**Program**”) in accordance with the following general provisions:

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

and confirming that staff members are properly instructed to access disaster preparedness kits.

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

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

EXHIBIT A-2
SPORTS – HEALTH AND SAFETY

Consultant agrees to operate Program sports in accordance with the following provisions.

1. General Requirements for Consultant’s Program Coaches

a. Satisfaction of Program staff requirements. Consultant agrees that its coaches, paid and unpaid, shall satisfy the requirements for all Program staff, including, but not limited to, requirements pertaining to employee qualifications, experience, and background checks.

b. Additional requirements. Consultant further agrees that, prior to coaching a Program sport, its coaches shall have training that includes development of coaching philosophies consistent with District goals; basic knowledge of sport psychology, pedagogy, physiology, and management; training in CPR and first aid; and general information about statewide rules and regulations regarding, at minimum, eligibility, equity, and discrimination. Moreover, as set forth in more detail below, Consultant’s coaches shall receive training in specific health and safety issues, including, but not limited to, concussion, sudden cardiac arrest, heat illness, methicillin-resistant staph aureus, performance enhancement drugs, and event emergencies. Consultant shall have satisfied these requirements if Consultant provides its coaches with the information provided in the exhibits to this Agreement and any additional information provided by District to Consultant.

2. General Requirements for Student Eligibility in Program Sports

a. Medical clearance. Consultant shall ensure that, prior to trying out for, practicing for, and participating in a Program sport, every student obtains a medical clearance from a health care provider who is fully licensed in the State of California. The medical clearance shall be pursuant to a physical exam with medical history, which includes, but is not limited to, review of any previous heat illness, cardiac disease, sickle cell trait, medication and supplement use, and type of training activities. Consultant may provide students with or otherwise require students to utilize the Preparticipation Physical Evaluation form and accompanying Clearance form, prepared by the California Interscholastic Federation (“CIF”), and attached hereto as Exhibit A-2(i) (or any updated forms). Consultant shall retain a copy of all medical clearances for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

b. Adherence to recommendations. Consultant agrees to require its coaches to review and abide by any and all medical restrictions and recommendations listed in each student’s medical clearance form. Consultant acknowledges that a student’s medical clearance may be rescinded or altered by the health care provider due to changed conditions, in which event Consultant agrees to be bound by the revised restrictions or recommendations.

c. Current illness or injury. For the health and safety of all Program participants, Consultant shall permit any student who is reasonably known or observed to have an active febrile or gastrointestinal illness to participate in Program sports until such time the affected student has recovered from the illness and provided Consultant with a written medical clearance. Consultant shall not permit any student who is reasonably known or observed to have an injury (except minor injuries, such as minor cuts or abrasions) to participate in Program sports without written medical clearance.

d. Sign In and Sign Out Sheet. Consultant must provide a sign-in and sign-out sheet for all Program sports activities, including tryouts, practices, and games, that includes, at minimum, the date, student’s name, time of sign-in and time of sign-out, and name of authorized adult who signed out the student. All students and/or guardians must use the sheet to sign in and out of all Program sports.

e. **Off-site Sports Activities.** Consultant may offer off-site sports activities, provided that Consultant obtains advance authorization from District, obtains advance written parent/guardian authorization, and complies with transportation policies approved by District. Consultant shall use its own permission, release, and waiver forms, provided that such forms shall provide for a release of claims against District by providing for a release of “any involved municipalities or public entities and their respective agents and employees.”

3. **Concussions**

Consultant agrees to adhere to the following standards regarding concussions and serious head injuries.

a. **Coaches – requirements prior to coaching**

i. As a prerequisite to coaching any Program sport, Consultant’s coaches shall receive training on concussions and provide proof of such training to Consultant. The training can be completed through the free, online course “Concussions in Sports” (or any updated course) which is available through the National Federation of State High School Associations website. As proof of training, Consultant’s coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant’s coaches shall receive concussion training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District’s request, provide a copy to District.

b. **Students – requirements prior to participation**

i. As a prerequisite to a student beginning practice or competition in any Program sports activity, the student and the student’s parent or guardian shall review and sign a concussion and head injury information sheet. Consultant shall provide the concussion and head injury information sheet, the form and content of which shall be subject to District’s prior approval. Consultant may use the “Concussion Information Sheet” prepared by CIF, which is attached hereto in English and Spanish as Exhibits A-2(ii) and A-2(iii), respectively (or any updated forms).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed concussion information sheet. Consultant shall return the first copy to the student’s parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District’s request, provide the copies to District.

c. **Coaches – requirements if student may have sustained concussion**

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who is suspected of sustaining a concussion or head injury, and seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected concussion

i. A student who has been removed from play due to a suspected concussion or head injury may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of concussions, and (B) received written medical clearance to return to play from that health care provider. Consultant may request that students use the Acute Concussion Evaluation form, attached hereto as Exhibit A-2(iv).

ii. In no event shall a student return to practice or competition in a Program sport on the same day that the student was suspected of sustaining or having a concussion or other head injury.

iii. Subsequent to the student's suspected head injury, Consultant agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of a concussion or other head injury.

iv. Consultant agrees to maintain copies of any written medical clearances pertaining to a suspected concussion or other head injury for a period of at least three (3) years, and, upon District's request, provide the copies to District.

4. Sudden Cardiac Arrest ("SCA")

Consultant agrees to adhere to the following standards regarding SCA, which is the sudden and unexpected loss of heart function and among the leading causes of death for student athletes.

a. Coaches – requirements prior to coaching

i. As a prerequisite to coaching any Program sport, Consultant's coaches shall receive training on SCA and provide proof of such training to Consultant. The training can be completed through the free, online course "Cardiac Wise" (or any updated course), which is available through the CIF website. As proof of training, Consultant's coaches shall download and print their certificate at the completion of the course, and, provide a copy of the certification to Consultant.

ii. Consultant's coaches shall receive SCA training at least once a year.

iii. Consultant shall retain a copy of all certifications for a period of at least three (3) years, and, upon District's request, provide the copies to District.

b. Students – requirements prior to participation

i. As a prerequisite to a student beginning practice or competition in any Program sport, the student and the student's parent or guardian shall review and sign an SCA information sheet. Consultant shall provide the SCA information sheet, the form and content of which shall be subject to District's prior approval. Consultant may use the SCA information sheet "Keep Their Heart in the Game – a sudden cardiac arrest information sheet for athletes and parents/guardians" prepared by CIF, a sample of which is attached as Exhibit A-2(v) (or any updated form).

ii. Students and student parents/guardians shall complete a new concussion and head injury information sheet each year.

iii. Consultant shall make two (2) copies of each signed information sheet. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

c. Coaches – requirements if student faints

i. Consultant shall immediately remove from competition, whether in practice or a game, any student who exhibits fainting, which is the main warning sign of a potential heart condition. Consultant shall then seek emergency medical attention for the student.

ii. Consultant shall follow all other medical procedures in this Agreement, including, but not limited to, contacting the student's parent or guardian, and completing the requisite incident forms.

d. Students – requirements for participation after suspected SCA event

i. A student who has been removed from play due to a suspected SCA event may not participate in any Program sports until the student has (A) been evaluated by a health care provider who is fully licensed in the State of California and trained in the evaluation and management of SCA, and (B) received written clearance to return to play from that health care provider.

ii. In no event shall a student return to practice or competition on the same day that the student was suspected of having an SCA event.

iii. Consultant agrees to enforce the health care provider's recommendations and restrictions regarding the student's participation in Program activities, and to continue to monitor the student for any further signs or symptoms of SCA.

iv. Consultant agrees to maintain copies of any written medical clearances, and, upon District's request, provide the copies to District.

5. Heat Illness

Consultant agrees to adhere to the following standards regarding heat illness.

a. Coaches – education about heat illness prevention. Consultant agrees to require its coaches to obtain training about the prevention of heat illness in students participating in athletics at least once a year. The training may be completed through the free, online course "A Guide to Heat Acclimatization and Heat Illness Prevention" (or any updated course), which is available through the CIF website.

b. Preventative Measures. Consultant's coaches shall endeavor to decrease the likelihood of Program students suffering heat illness by taking preventative measures, including, but not limited to:

i. educating students participating in Program sports to arrive at practice or competition well-hydrated;

- ii. instructing students to stay hydrated in between practices;
- iii. educating students to avoid drinks which dehydrate the body, such as drinks containing stimulants such as ephedrine or high amounts of caffeine;
- iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;
- v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;
- vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and
- vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate to the additional (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

6. Methicillin-Resistant Staph Aureus (MRSA)

Consultant agrees to adhere to the following standards regarding MRSA (a type of staph infection that is resistant to many common antibiotics, and which, if left untreated, can be serious or deadly).

a. Coaches – education about MRSA. Consultant shall take reasonable steps to ensure that its coaches are aware of the warning signs, risks, and treatment of MRSA. At minimum, Consultant shall provide its coaches with a copy of the Sports Medicine Alert for Coaches about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vi), or any updated alert or information sheet.

b. Coaches - preventative measures. Consultant shall require its coaches to adopt precautionary measures to decrease the risk of spreading MRSA, including, but not limited to, recommending that students shower with soap (at home or otherwise) as soon as possible after practices and competitions; instructing students not to share equipment, clothing, towels, or personal grooming items; recommending that students wash their uniforms or sportswear after each use; requiring students to cover all wounds, cuts, and abrasions, especially during practice and competition; and ensuring that all Program sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

c. Coaches – duty to inform students and parents/guardians. Consultant shall take reasonable steps to inform students participating in Program sports and their parents or guardians about the risks of MRSA, including, but not limited to, providing the students and their parents or guardians with the Sports Medicine Alert for Students, Parents and Guardians about MRSA, prepared by CIF, and attached hereto as Exhibit A-2(vii), or any updated alert or information sheet at least once a year.

7. Performance Enhancement Drugs

Consultant agrees to adhere to the following standards regarding performance enhancement drugs.

a. Consultant development and implementation of policy. Consultant shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject

to District approval. Consultant may adopt District's policy, or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District's prior approval.

b. Student and parent/guardian agreement about policy. The policy shall require that all students participating in Program sports and their parents or guardians to agree in writing that the student will not use performance enhancement drugs except with the written prescription of a licensed physician in order to treat a medical condition.

c. Annual update. Students and student parents/guardians shall complete a new performance enhancement drug agreement each year. Consultant agrees to train its coaches on its District-approved performance enhancement drug policy at least once a year.

d. Copies of agreement. Consultant shall make two (2) copies of each agreement about the drug enhancement policy. Consultant shall return the first copy to the student's parent or guardian. Consultant shall retain the second copy for a period of at least three (3) years, and, upon District's request, provide the copies to District.

e. Applicability. At District's discretion, the requirements of this section, or any portion thereof, may be made applicable only to District's intermediate students (and thereby exempt in whole or part District's elementary students).

8. Event Emergency Guidelines

a. Adoption of policy. Consultant shall adopt an event emergency guideline protocol for all sporting events. The protocol shall be subject to District approval, which shall be unreasonably withheld. Consultant may adopt District's event emergency protocol or use the Event Emergency Guidelines prepared by CIF and attached hereto as Exhibit A-2(ix) (or any updated guidelines) as a reference in developing its own guidelines for District approval. The event emergency guideline protocol shall address, at minimum, and include protocols regarding specific threats, including, but not limited to, injuries, medical emergencies, fire, earthquake, severe weather, active shooters, other weapons, suspicious behavior, personnel harassment, missing child, abduction, controlled substances, assaults, and bomb threats.

b. Training regarding policy. Prior to implementing any Program sports activities, Consultant must take reasonable steps to ensure that its coaches are informed about and well-versed in the District-approved event emergency policy.

c. Biennial Review. If the Program is a multi-year program, Consultant and District shall review and update the policy at least every two (2) years.

EXHIBIT A-3
**ADMINISTRATION OF EPINEPHRINE AUTO-INJECTORS AND PROVISION OF
EMERGENCY ASSISTANCE**

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

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

a. Obligation to Administer Epinephrine; Authorized Individuals

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

b. Training of Voluntary Consultant Employees and Volunteers

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

2. Epinephrine Prescriptions

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

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

3. Requirements for the Provision of Emergency Assistance

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

4. Copies of Documents

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

Exhibit “A(2)(i)”

Exhibit “A(2)(i)”

PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

(Note: This form is to be filled out by the patient and parent prior to seeing the physician. The physician should keep this form in the chart.)

Date of Exam _____

Name _____ Date of birth _____

Sex _____ Age _____ Grade _____ School _____ Sport(s) _____

Medicines and Allergies: Please list all of the prescription and over-the-counter medicines and supplements (herbal and nutritional) that you are currently taking

Do you have any allergies? Yes No If yes, please identify specific allergy below.
 Medicines Pollens Food Stinging Insects

Explain "Yes" answers below. Circle questions you don't know the answers to.

GENERAL QUESTIONS	Yes	No
1. Has a doctor ever denied or restricted your participation in sports for any reason?		
2. Do you have any ongoing medical conditions? If so, please identify below: <input type="checkbox"/> Asthma <input type="checkbox"/> Anemia <input type="checkbox"/> Diabetes <input type="checkbox"/> Infections Other: _____		
3. Have you ever spent the night in the hospital?		
4. Have you ever had surgery?		
HEART HEALTH QUESTIONS ABOUT YOU	Yes	No
5. Have you ever passed out or nearly passed out DURING or AFTER exercise?		
6. Have you ever had discomfort, pain, tightness, or pressure in your chest during exercise?		
7. Does your heart ever race or skip beats (irregular beats) during exercise?		
8. Has a doctor ever told you that you have any heart problems? If so, check all that apply: <input type="checkbox"/> High blood pressure <input type="checkbox"/> A heart murmur <input type="checkbox"/> High cholesterol <input type="checkbox"/> A heart infection <input type="checkbox"/> Kawasaki disease <input type="checkbox"/> Other: _____		
9. Has a doctor ever ordered a test for your heart? (For example, ECG/EKG, echocardiogram)		
10. Do you get lightheaded or feel more short of breath than expected during exercise?		
11. Have you ever had an unexplained seizure?		
12. Do you get more tired or short of breath more quickly than your friends during exercise?		
HEART HEALTH QUESTIONS ABOUT YOUR FAMILY	Yes	No
13. Has any family member or relative died of heart problems or had an unexpected or unexplained sudden death before age 50 (including drowning, unexplained car accident, or sudden infant death syndrome)?		
14. Does anyone in your family have hypertrophic cardiomyopathy, Marfan syndrome, arrhythmogenic right ventricular cardiomyopathy, long QT syndrome, short QT syndrome, Brugada syndrome, or catecholaminergic polymorphic ventricular tachycardia?		
15. Does anyone in your family have a heart problem, pacemaker, or implanted defibrillator?		
16. Has anyone in your family had unexplained fainting, unexplained seizures, or near drowning?		
BONE AND JOINT QUESTIONS	Yes	No
17. Have you ever had an injury to a bone, muscle, ligament, or tendon that caused you to miss a practice or a game?		
18. Have you ever had any broken or fractured bones or dislocated joints?		
19. Have you ever had an injury that required x-rays, MRI, CT scan, injections, therapy, a brace, a cast, or crutches?		
20. Have you ever had a stress fracture?		
21. Have you ever been told that you have or have you had an x-ray for neck instability or atlantoaxial instability? (Down syndrome or dwarfism)		
22. Do you regularly use a brace, orthotics, or other assistive device?		
23. Do you have a bone, muscle, or joint injury that bothers you?		
24. Do any of your joints become painful, swollen, feel warm, or look red?		
25. Do you have any history of juvenile arthritis or connective tissue disease?		

MEDICAL QUESTIONS	Yes	No
26. Do you cough, wheeze, or have difficulty breathing during or after exercise?		
27. Have you ever used an inhaler or taken asthma medicine?		
28. Is there anyone in your family who has asthma?		
29. Were you born without or are you missing a kidney, an eye, a testicle (males), your spleen, or any other organ?		
30. Do you have groin pain or a painful bulge or hernia in the groin area?		
31. Have you had infectious mononucleosis (mono) within the last month?		
32. Do you have any rashes, pressure sores, or other skin problems?		
33. Have you had a herpes or MRSA skin infection?		
34. Have you ever had a head injury or concussion?		
35. Have you ever had a hit or blow to the head that caused confusion, prolonged headache, or memory problems?		
36. Do you have a history of seizure disorder?		
37. Do you have headaches with exercise?		
38. Have you ever had numbness, tingling, or weakness in your arms or legs after being hit or falling?		
39. Have you ever been unable to move your arms or legs after being hit or falling?		
40. Have you ever become ill while exercising in the heat?		
41. Do you get frequent muscle cramps when exercising?		
42. Do you or someone in your family have sickle cell trait or disease?		
43. Have you had any problems with your eyes or vision?		
44. Have you had any eye injuries?		
45. Do you wear glasses or contact lenses?		
46. Do you wear protective eyewear, such as goggles or a face shield?		
47. Do you worry about your weight?		
48. Are you trying to or has anyone recommended that you gain or lose weight?		
49. Are you on a special diet or do you avoid certain types of foods?		
50. Have you ever had an eating disorder?		
51. Do you have any concerns that you would like to discuss with a doctor?		
FEMALES ONLY		
52. Have you ever had a menstrual period?		
53. How old were you when you had your first menstrual period?		
54. How many periods have you had in the last 12 months?		

Explain "yes" answers here

I hereby state that, to the best of my knowledge, my answers to the above questions are complete and correct.

Signature of athlete _____ Signature of parent/guardian _____ Date _____

PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name _____ Date of birth _____

PHYSICIAN REMINDERS

- Consider additional questions on more sensitive issues
 - Do you feel stressed out or under a lot of pressure?
 - Do you ever feel sad, hopeless, depressed, or anxious?
 - Do you feel safe at your home or residence?
 - Have you ever tried cigarettes, chewing tobacco, snuff, or dip?
 - During the past 30 days, did you use chewing tobacco, snuff, or dip?
 - Do you drink alcohol or use any other drugs?
 - Have you ever taken anabolic steroids or used any other performance supplement?
 - Have you ever taken any supplements to help you gain or lose weight or improve your performance?
 - Do you wear a seat belt, use a helmet, and use condoms?
- Consider reviewing questions on cardiovascular symptoms (questions 5–14).

EXAMINATION			
Height	Weight	<input type="checkbox"/> Male <input type="checkbox"/> Female	
BP / (/)	Pulse	Vision R 20/	L 20/ Corrected <input type="checkbox"/> Y <input type="checkbox"/> N
MEDICAL	NORMAL	ABNORMAL FINDINGS	
Appearance • Marfan stigmata (kyphoscoliosis, high-arched palate, pectus excavatum, arachnodactyly, arm span > height, hyperfaxy, myopia, MVP, aortic insufficiency)			
Eyes/ears/nose/throat • Pupils equal • Hearing			
Lymph nodes			
Heart ^a • Murmurs (auscultation standing, supine, +/- Valsalva) • Location of point of maximal impulse (PMI)			
Pulses • Simultaneous femoral and radial pulses			
Lungs			
Abdomen			
Genitourinary (males only) ^b			
Skin • HSV, lesions suggestive of MRSA, tinea corporis			
Neurologic ^c			
MUSCULOSKELETAL			
Neck			
Back			
Shoulder/arm			
Elbow/forearm			
Wrist/hand/fingers			
Hip/thigh			
Knee			
Leg/ankle			
Foot/toes			
Functional • Duck-walk, single leg hop			

^aConsider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.
^bConsider GU exam if in private setting. Having third party present is recommended.
^cConsider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

- Cleared for all sports without restriction
- Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____
- Not cleared
- Pending further evaluation
- For any sports
- For certain sports _____
- Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____
 Address _____ Phone _____
 Signature of physician _____, MD or DO

■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name _____ Sex M F Age _____ Date of birth _____

Cleared for all sports without restriction

Cleared for all sports without restriction with recommendations for further evaluation or treatment for _____

Not cleared

Pending further evaluation

For any sports

For certain sports _____

Reason _____

Recommendations _____

I have examined the above-named student and completed the preparticipation physical evaluation. The athlete does not present apparent clinical contraindications to practice and participate in the sport(s) as outlined above. A copy of the physical exam is on record in my office and can be made available to the school at the request of the parents. If conditions arise after the athlete has been cleared for participation, the physician may rescind the clearance until the problem is resolved and the potential consequences are completely explained to the athlete (and parents/guardians).

Name of physician (print/type) _____ Date _____

Address _____ Phone _____

Signature of physician _____, MD or DO

EMERGENCY INFORMATION

Allergies _____

Other information _____

Exhibit “A(2)(ii)”

(INSERT SCHOOL NAME HERE)

Concussion Information Sheet

A concussion is a brain injury and all brain injuries are serious. They are caused by a bump, blow, or jolt to the head, or by a blow to another part of the body with the force transmitted to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even though most concussions are mild, **all concussions are potentially serious and may result in complications including prolonged brain damage and death if not recognized and managed properly.** In other words, even a “ding” or a bump on the head can be serious. You can’t see a concussion and most sports concussions occur without loss of consciousness. Signs and symptoms of concussion may show up right after the injury or can take hours or days to fully appear. If your child reports any symptoms of concussion, or if you notice the symptoms or signs of concussion yourself, seek medical attention right away.

Symptoms may include one or more of the following:	
<ul style="list-style-type: none">• Headaches• “Pressure in head”• Nausea or vomiting• Neck pain• Balance problems or dizziness• Blurred, double, or fuzzy vision• Sensitivity to light or noise• Feeling sluggish or slowed down• Feeling foggy or groggy• Drowsiness• Change in sleep patterns	<ul style="list-style-type: none">• Amnesia• “Don’t feel right”• Fatigue or low energy• Sadness• Nervousness or anxiety• Irritability• More emotional• Confusion• Concentration or memory problems (forgetting game plays)• Repeating the same question/comment
Signs observed by teammates, parents and coaches include:	
<ul style="list-style-type: none">• Appears dazed• Vacant facial expression• Confused about assignment• Forgets plays• Is unsure of game, score, or opponent• Moves clumsily or displays incoordination• Answers questions slowly• Slurred speech• Shows behavior or personality changes• Can’t recall events prior to hit• Can’t recall events after hit• Seizures or convulsions• Any change in typical behavior or personality• Loses consciousness	

What can happen if my child keeps on playing with a concussion or returns to soon?

Athletes with the signs and symptoms of concussion should be removed from play immediately. Continuing to play with the signs and symptoms of a concussion leaves the young athlete

Adapted from the CDC and the 3rd International Conference on Concussion in Sport

Document created 5/20/2010

(INSERT SCHOOL NAME HERE)

Concussion Information Sheet

especially vulnerable to greater injury. There is an increased risk of significant damage from a concussion for a period of time after that concussion occurs, particularly if the athlete suffers another concussion before completely recovering from the first one. This can lead to prolonged recovery, or even to severe brain swelling (second impact syndrome) with devastating and even fatal consequences. It is well known that adolescent or teenage athlete will often under report symptoms of injuries. And concussions are no different. As a result, education of administrators, coaches, parents and students is the key for student-athlete’s safety.

If you think your child has suffered a concussion

Any athlete even suspected of suffering a concussion should be removed from the game or practice immediately. No athlete may return to activity after an apparent head injury or concussion, regardless of how mild it seems or how quickly symptoms clear, without medical clearance. Close observation of the athlete should continue for several hours. The new CIF Bylaw 313 now requires implementation of long and well-established return to play concussion guidelines that have been recommended for several years:

“A student-athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from competition at that time and for the remainder of the day.”

and

“A student-athlete who has been removed may not return to play until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and received written clearance to return to play from that health care provider”.

You should also inform your child’s coach if you think that your child may have a concussion Remember its better to miss one game than miss the whole season. And when in doubt, the athlete sits out.

For current and up-to-date information on concussions you can go to:

<http://www.cdc.gov/ConcussionInYouthSports/>

_____	_____	_____
Student-athlete Name Printed	Student-athlete Signature	Date
_____	_____	_____
Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date

Exhibit “A(2)(iii)”

(INSERT SCHOOL NAME HERE)
Información acerca de las concusiones cerebrales

Una concusión es una herida cerebral y todas las heridas cerebrales son graves. Dichas heridas son causadas por un golpe ligero, un golpe fuerte a la cabeza, un movimiento repentino de la cabeza o por un golpe fuerte a otra parte del cuerpo con fuerza que se trasmite a la cabeza. Las heridas varían entre ligeras o graves y pueden interrumpir la manera en la que el cerebro funciona. Aunque la mayoría de las concusiones cerebrales son ligeras, **todas las concusiones cerebrales tienen el potencial de ser graves y si no se reconocen y tratan correctamente podrían tener como resultado complicaciones incluyendo daño cerebral prolongado o la muerte.** Eso quiere decir que cualquier “golpecito” a la cabeza podría ser grave. Las concusiones cerebrales no son visibles y en su mayoría las concusiones cerebrales que ocurren durante los deportes no ocasionan la pérdida de conciencia. Las señales y síntomas de una concusión cerebral podrían aparecer inmediatamente después de una herida o después de horas o días. Si su hijo(a) reporta cualquier síntoma de una concusión cerebral, o si se da cuenta de los síntomas de una concusión cerebral, por favor consiga atención médica sin demora.

Los siguientes son algunos de los síntomas de una concusión:

- | | |
|---|---|
| <ul style="list-style-type: none">• Dolor de cabeza• “Presión en la cabeza”• Náusea o vómito• Dolor de cuello• Problemas de equilibrio o mareos• Visión borrosa o visión doble• Sensibilidad a la luz o ruido• Decaído• Adormecido• Mareado• Cambios en los hábitos de dormir | <ul style="list-style-type: none">• Amnesia• “No se siente bien”• Fatiga o energía baja• Tristeza• Nervios o ansiedad• Irritabilidad• Más sensible• Confundido• Problemas con concentración o memoria (por ejemplo: olvidar las jugadas)• Repetir la misma pregunta o comentario |
|---|---|

Los siguientes síntomas son observados por compañeros, padres y entrenadores:

- Parece desorientado
- Tiene una expresión facial vacía
- Está confundido acerca de la tarea o actividad
- Se olvida de las jugadas
- Está confundido sobre el juego, los puntos o el oponente
- Se mueve torpemente o muestra una falta de coordinación
- Contesta las preguntas lentamente
- Arrastra las palabras
- Muestra cambios de comportamiento o personalidad
- No puede recordar los eventos que sucedieron antes de la colisión
- No puede recordar los eventos que sucedieron después de la colisión
- Ataques o convulsiones
- Cualquier cambio en el comportamiento típico o personalidad
- Pérdida de la conciencia

(INSERT SCHOOL NAME HERE)
Información acerca de las concusiones cerebrales

¿Qué puede pasar si mi hijo(a) sigue jugando con una concusión cerebral o regresa a jugar antes de que este recuperado?

Los deportistas con señales o síntomas de una concusión cerebral deben dejar de jugar inmediatamente. Continuar jugando con las señales o síntomas de una concusión pone al deportista en riesgo de sufrir una herida más grave. La probabilidad de que se sufra daño significativo de una concusión aumenta cuando ha pasado un periodo de tiempo largo después de que sucedió la concusión, sobre todo si el deportista sufre otra concusión antes de recuperarse completamente de la primera. Eso puede traer como consecuencia una recuperación más prolongada o incluso una hinchazón cerebral (síndrome de segundo impacto) con consecuencias devastadoras o fatales. Es bien conocido que los deportistas adolescentes no reportan mucho los síntomas de sus heridas. Eso es el caso también con las concusiones cerebrales. Por lo mismo es importante que los administradores, entrenadores, padres y estudiantes estén bien informados, el cual es clave para la seguridad de los estudiantes deportistas.

Si cree que su hijo(a) ha sufrido una concusión

En cualquier situación donde se sospecha que un deportista tiene una concusión, es importante sacar a este estudiante del juego o entrenamiento inmediatamente. Ningún deportista puede volver a participar en la actividad después de sufrir una herida de cabeza o concusión cerebral sin el permiso de un doctor, no importa si la herida parece ser ligera o los síntomas desaparecen rápidamente. Se debe de observar cuidadosamente el mejoramiento del deportista por varias horas. El nuevo estatuto 313 de la Federación Interescolar de California (CIF por sus siglas en inglés) requiere la implementación de las siguientes normas para regresar a jugar un deporte después de sufrir una concusión, las cuales se han recomendado por muchos años:

“Cuando se sospeche que un estudiante deportista ha sufrido una concusión o herida de cabeza en un entrenamiento o juego, a este estudiante deportista se le debe sacar de la competencia en ese momento y por el resto del día”.

Y

“A un estudiante deportista que se le ha sacado del juego no podrá volver a jugar hasta que le evalúe un doctor licenciado con capacitación en la evaluación y manejo de las concusiones y hasta que se reciba un permiso por escrito para volver a jugar de dicho doctor”.

También debe informar al entrenador(a) de su hijo(a) si piensa que ha sufrido una concusión cerebral. Recuerde que es mejor faltar un partido que faltar toda la temporada. Si existe alguna duda de que el deportista sufrió una concusión cerebral o no, se tomará precauciones y no podrá jugar.

Si desea información actual acerca de las concusiones cerebrales por favor visiten el sitio en Internet:

<http://www.cdc.gov/ConcussionInYouthSports/>

Nombre del estudiante deportista

Firma del estudiante deportista

Fecha

Nombre del padre, madre o tutor

Firma del padre, madre o tutor

Fecha

Exhibit “A(2)(iv)”

Exhibit “A(2)(iv)”

ACUTE CONCUSSION EVALUATION (ACE)

CARE PLAN

Gerard Gioia, PhD¹ & Micky Collins, PhD²
¹Children's National Medical Center
²University of Pittsburgh Medical Center

Patient Name: _____
DOB: _____ Age: _____
Date: _____ ID/MR# _____
Date of Injury: _____

You have been diagnosed with a concussion (also known as a mild traumatic brain injury). This personal plan is based on your symptoms and is designed to help speed your recovery. Your careful attention to it can also prevent further injury.

Rest is the key. You should not participate in any high risk activities (e.g., sports, physical education (PE), riding a bike, etc.) if you still have any of the symptoms below. It is important to limit activities that require a lot of thinking or concentration (homework, job-related activities), as this can also make your symptoms worse. If you no longer have any symptoms and believe that your concentration and thinking are back to normal, you can slowly and carefully return to your daily activities. Children and teenagers will need help from their parents, teachers, coaches, or athletic trainers to help monitor their recovery and return to activities.

Today the following symptoms are present (circle or check).				_____ No reported symptoms
Physical		Thinking	Emotional	Sleep
Headaches	Sensitivity to light	Feeling mentally foggy	Irritability	Drowsiness
Nausea	Sensitivity to noise	Problems concentrating	Sadness	Sleeping more than usual
Fatigue	Numbness/Tingling	Problems remembering	Feeling more emotional	Sleeping less than usual
Visual problems	Vomiting	Feeling more slowed down	Nervousness	Trouble falling asleep
Balance Problems	Dizziness			

RED FLAGS: Call your doctor or go to your emergency department if you suddenly experience any of the following			
Headaches that <u>worsen</u>	Look <u>very</u> drowsy, can't be awakened	Can't <u>recognize</u> people or places	Unusual behavior change
Seizures	<u>Repeated</u> vomiting	Increasing confusion	Increasing irritability
Neck pain	Slurred speech	Weakness or numbness in arms or legs	Loss of consciousness

Returning to Daily Activities

1. Get lots of rest. Be sure to get enough sleep at night- no late nights. Keep the same bedtime weekdays and weekends.
2. Take daytime naps or rest breaks when you feel tired or fatigued.
3. **Limit physical activity as well as activities that require a lot of thinking or concentration. These activities can make symptoms worse.**
 - Physical activity includes PE, sports practices, weight-training, running, exercising, heavy lifting, etc.
 - Thinking and concentration activities (e.g., homework, classwork load, job-related activity).
4. Drink lots of fluids and eat carbohydrates or protein to maintain appropriate blood sugar levels.
5. **As symptoms decrease, you may begin to gradually return to your daily activities. If symptoms worsen or return, lessen your activities, then try again to increase your activities gradually.**
6. During recovery, it is normal to feel frustrated and sad when you do not feel right and you can't be as active as usual.
7. Repeated evaluation of your symptoms is recommended to help guide recovery.

Returning to School

1. If you (or your child) are still having symptoms of concussion you may need extra help to perform school-related activities. As your (or your child's) symptoms decrease during recovery, the extra help or supports can be removed gradually.
2. Inform the teacher(s), school nurse, school psychologist or counselor, and administrator(s) about your (or your child's) injury and symptoms. School personnel should be instructed to watch for:
 - Increased problems paying attention or concentrating
 - Increased problems remembering or learning new information
 - Longer time needed to complete tasks or assignments
 - Greater irritability, less able to cope with stress
 - Symptoms worsen (e.g., headache, tiredness) when doing schoolwork

~Continued on back page~

Returning to School (Continued)

Until you (or your child) have fully recovered, the following supports are recommended: (check all that apply)

- No return to school. Return on (date) _____
- Return to school with following supports. Review on (date) _____
- Shortened day. Recommend ___ hours per day until (date) _____
- Shortened classes (i.e., rest breaks during classes). Maximum class length: ___ minutes.
- Allow extra time to complete coursework/assignments and tests.
- Lessen homework load by ____%. Maximum length of nightly homework: ____ minutes.
- No significant classroom or standardized testing at this time.
- Check for the return of symptoms (use symptom table on front page of this form) when doing activities that require a lot of attention or concentration.
- Take rest breaks during the day as needed.
- Request meeting of 504 or School Management Team to discuss this plan and needed supports.

Returning to Sports

1. **You should NEVER return to play if you still have ANY symptoms** – (Be sure that you do not have any symptoms at rest and while doing any physical activity and/or activities that require a lot of thinking or concentration.)
2. Be sure that the PE teacher, coach, and/or athletic trainer are aware of your injury and symptoms.
3. It is normal to feel frustrated, sad and even angry because you cannot return to sports right away. With any injury, a full recovery will reduce the chances of getting hurt again. It is better to miss one or two games than the whole season.

The following are recommended at the present time:

- Do not return to PE class at this time
- Return to PE class
- Do not return to sports practices/games at this time
- Gradual** return to sports practices under the supervision of an appropriate health care provider (e.g., athletic trainer, coach, or physical education teacher).
 - Return to play should occur in **gradual steps** beginning with aerobic exercise only to increase your heart rate (e.g., stationary cycle); moving to increasing your heart rate with movement (e.g., running); then adding controlled contact if appropriate; and finally return to sports competition.
 - Pay careful attention to your symptoms and your thinking and concentration skills at each stage of activity. Move to the next level of activity only if you do not experience any symptoms at the each level. If your symptoms return, let your health care provider know, return to the first level, and restart the program gradually.

Gradual Return to Play Plan

1. No physical activity
2. Low levels of physical activity (i.e., *symptoms do not come back during or after the activity*). This includes walking, light jogging, light stationary biking, light weightlifting (lower weight, higher reps, no bench, no squat).
3. Moderate levels of physical activity with body/head movement. This includes moderate jogging, brief running, moderate-intensity stationary biking, moderate-intensity weightlifting (reduced time and/or reduced weight from your typical routine).
4. Heavy non-contact physical activity. This includes sprinting/running, high-intensity stationary biking, regular weightlifting routine, non-contact sport-specific drills (in 3 planes of movement).
5. Full contact in controlled practice.
6. Full contact in game play.

*Neuropsychological testing can provide valuable information to assist physicians with treatment planning, such as return to play decisions.

This referral plan is based on today's evaluation:

- Return to this office. Date/Time _____
- Refer to: Neurosurgery ___ Neurology ___ Sports Medicine ___ Psychiatrist ___ Other ___
- Refer for neuropsychological testing
- Other _____

ACE Care Plan Completed by: _____

Exhibit “A(2)(v)”

Exhibit “A(2)(v)”

Keep Their Heart in the Game

A Sudden Cardiac Arrest Information Sheet for Athletes and Parents/Guardians

What is sudden cardiac arrest?

Sudden cardiac arrest (SCA) is when the heart stops beating, suddenly and unexpectedly. When this happens blood stops flowing to the brain and other vital organs. SCA is NOT a heart attack. A heart attack is caused by a blockage that stops the flow of blood to the heart. SCA is a malfunction in the heart's electrical system, causing the victim to collapse. The malfunction is caused by a congenital or genetic defect in the heart's structure.

How common is sudden cardiac arrest in the United States?

As the leading cause of death in the U.S., there are more than 300,000 cardiac arrests outside hospitals each year, with nine out of 10 resulting in death. Thousands of sudden cardiac arrests occur among youth, as it is the #2 cause of death under 25 and the #1 killer of student athletes.

Who is at risk for sudden cardiac arrest?

SCA is more likely to occur during exercise or physical activity, so student-athletes are at greater risk. While a heart condition may have no warning signs, studies show that many young people do have symptoms but neglect to tell an adult. This may be because they are embarrassed, they do not want to jeopardize their playing time, they mistakenly think they're out of shape and need to train harder, or they simply ignore the symptoms, assuming they will "just go away." Additionally, some health history factors increase the risk of SCA.

FAINTING
is the
#1 SYMPTOM
OF A HEART CONDITION

What should you do if your student-athlete is experiencing any of these symptoms?

We need to let student-athletes know that if they experience any SCA-related symptoms it is crucial to alert an adult and get follow-up care as soon as possible with a primary care physician. If the athlete has any of the SCA risk factors, these should also be discussed with a doctor to determine if further testing is needed. Wait for your doctor's feedback before returning to play, and alert your coach, trainer and school nurse about any diagnosed conditions.

What is an AED?

An automated external defibrillator (AED) is the only way to save a sudden cardiac arrest victim. An AED is a portable, user-friendly device that automatically diagnoses potentially life-threatening heart rhythms and delivers an electric shock to restore normal rhythm. Anyone can operate an AED, regardless of training. Simple audio direction instructs the rescuer when to press a button to deliver the shock, while other AEDs provide an automatic shock if a fatal heart rhythm is detected. A rescuer cannot accidentally hurt a victim with an AED—quick action can only help. AEDs are designed to only shock victims whose hearts need to be restored to a healthy rhythm. Check with your school for locations of on-campus AEDs.



The Cardiac Chain of Survival

On average it takes EMS teams up to 12 minutes to arrive to a cardiac emergency. Every minute delay in attending to a sudden cardiac arrest victim decreases the chance of survival by 10%. Everyone should be prepared to take action in the first minutes of collapse.

Early Recognition of Sudden Cardiac Arrest



Collapsed and unresponsive.
Gasping, gurgling, snorting, moaning or labored breathing noises.
Seizure-like activity.

Early Access to 9-1-1



Confirm unresponsiveness.
Call 9-1-1 and follow emergency dispatcher's instructions.
Call any on-site Emergency Responders.

Early CPR



Begin cardiopulmonary resuscitation (CPR) immediately. Hands-only CPR involves fast and continual two-inch chest compressions—about 100 per minute.

Early Defibrillation



Immediately retrieve and use an automated external defibrillator (AED) as soon as possible to restore the heart to its normal rhythm. Mobile AED units have step-by-step instructions for a bystander to use in an emergency situation.

Early Advanced Care



Emergency Medical Services (EMS) Responders begin advanced life support including additional resuscitative measures and transfer to a hospital.

Keep Their Heart in the Game

Recognize the Warning Signs & Risk Factors of Sudden Cardiac Arrest (SCA)

Tell Your Coach and Consult Your Doctor if These Conditions are Present in Your Student-Athlete

Potential Indicators That SCA May Occur

- Fainting or seizure, especially during or right after exercise
- Fainting repeatedly or with excitement or startle
- Excessive shortness of breath during exercise
- Racing or fluttering heart palpitations or irregular heartbeat
- Repeated dizziness or lightheadedness
- Chest pain or discomfort with exercise
- Excessive, unexpected fatigue during or after exercise

Factors That Increase the Risk of SCA

- Family history of known heart abnormalities or sudden death before age 50
- Specific family history of Long QT Syndrome, Brugada Syndrome, Hypertrophic Cardiomyopathy, or Arrhythmogenic Right Ventricular Dysplasia (ARVD)
- Family members with unexplained fainting, seizures, drowning or near drowning or car accidents
- Known structural heart abnormality, repaired or unrepaired
- Use of drugs, such as cocaine, inhalants, "recreational" drugs, excessive energy drinks or performance-enhancing supplements

What is CIF doing to help protect student-athletes?

CIF amended its bylaws to include language that adds SCA training to coach certification and practice and game protocol that empowers coaches to remove from play a student-athlete who exhibits fainting—the number one warning sign of a potential heart condition. A student-athlete who has been removed from play after displaying signs or symptoms associated with SCA may not return to play until he or she is evaluated and cleared by a licensed health care provider. Parents, guardians and caregivers are urged to dialogue with student-athletes about their heart health and everyone associated with high school sports should be familiar with the cardiac chain of survival so they are prepared in the event of a cardiac emergency.

I have reviewed and understand the symptoms and warning signs of SCA and the new CIF protocol to incorporate SCA prevention strategies into my student's sports program.

STUDENT-ATHLETE SIGNATURE

PRINT STUDENT-ATHLETE'S NAME

DATE

PARENT/GUARDIAN SIGNATURE

PRINT PARENT/GUARDIAN'S NAME

DATE

For more information about Sudden Cardiac Arrest visit

California Interscholastic Federation
<http://www.cifstate.org>

Eric Paredes Save A Life Foundation
<http://www.epsavealife.org>

CardiacWise (20-minute training video)
<http://www.sportsafetyinternational.org>



Exhibit “A(2)(vi)”

Exhibit “A(2)(vi)”



www.cifstate.org

California Interscholastic Federation

SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee
for distribution to Coaches, Athletic Directors and Administrators*

MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Coaches must be aware of the signs and symptoms that their student-athletes may exhibit.

- **Unusual or increasing pain and/or warmth**
- **The presence of pus or a pustule**
- **Induration (hardness)**
- **Increasing swelling, size or redness of the wound**
- **Red streaks around the wound**
- **Fever and/or chills (flu-like symptoms)**



If you have any of these signs or symptoms, seek medical attention immediately.

Preventing MRSA

Precautions that coaches should take for preventing the spread of MRSA

- **Insist that your athletes shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.**
- **Ensure that athletes do not share equipment, clothing, towels and other personal items. Implement a NO-SHARING rule if you have not done so already.**
- **Whether your athletic department launders practice and game uniforms or athletes do it themselves, implement a policy that uniforms (practice and game) get washed after EACH use.**
- **Ensure that all wounds, cuts and abrasions are covered to help prevent infection, especially during practice and competition.**
- **Equipment MUST be stored in clean, dry areas. A dark, moist, warm environment (lockers) is perfect for bacteria growth.**
- **Clean and disinfect daily, surfaces that are touched on a regular basis. This includes benches, training room tables, weight room equipment and benches.**
- **Wrestling mats MUST be cleaned DAILY before and after use. This would include use by physical education classes.**
- **Research is inconclusive on whether athletic fields can harbor MRSA bacteria. Since some studies have shown that the possibility exists, there are companies that offer antimicrobial treatments for athletic fields.**



For more information go to www.cifstate.org and click on the “Health and Safety” box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.

What to do about MRSA in School Athletic Programs



Infection Control Policies and Procedures Checklist

Please review the policies and procedures below. Use this tool to help determine which policies/procedures you already have, if they are being followed, and which policies and procedures you need to put in place. This check list is meant to serve as a guideline on reasonable methods of protecting the health and welfare of student athletes. These guidelines are not meant to provide a “standard of care” and are not meant to supersede medical or administrative judgment decisions that must frequently be made on the scene by appropriate individuals.	Policy/Procedures		
	<u>Exist</u> (x)	<u>Follow</u> (x)	<u>Needed</u> (x)
General			
All hard environmental surfaces that may come in contact with body fluids are cleaned and sanitized daily with EPA-approved disinfectant (if area in use).			
All floor and wall padding in athletic area(s) are washed daily, if athletic area is used.			
Separate mop heads/ buckets are used for each activity area, locker rooms and rest rooms. Mop heads and buckets are cleaned regularly. (Washable micro-fiber heads or disposable mop cloths are preferred.)			
Towels/ linens laundered on premises are washed at a minimum of 160 F and dried in a hot dryer.			
<i>Notes:</i>			
Wrestling Room and Mats			
Wall padding, benches and door knobs are wiped-down with quaternary ammonium (quat) or 1:100 bleach solution after each practice and meet.			
Floors are cleaned before and after any moveable mats are used.			
Mat surfaces with <i>small</i> holes or tears are repaired with mat tape. When mat sides are in poor condition, mats are taped together for meets <i>and</i> for practice.			
Mat surfaces are replaced promptly when there are <i>large</i> holes or surfaces are excessively worn.			
Both sides of mats are thoroughly cleaned before and after each use for practices and meets.			
A separate mop head/ bucket is used specifically for cleaning mats; mop heads and buckets are washed regularly.			
<i>Notes:</i>			
Weight Room			
Weight machine padding is inspected regularly, and promptly replaced if punctured or torn.			
Grip areas on weight bars, dumbbells and machines are not taped.			
Grip areas on weight bars, dumbbells, and machines, and lift belts are wiped down daily.			
Wall dispensers of hand gel ($\geq 60\%$ alcohol) are placed at each entry/exit. Athletes and coaches are instructed to use when entering/leaving room-minimum use, may use more often.			
Floors, benches, supports, pads, light switches and door knobs are cleaned daily (when room in use).			
<i>Notes:</i>			

Locker Rooms/Shower Rooms			
Wall dispensers for liquid soap are located next to showers.			
All shower and locker room areas are cleaned daily (if used).			
All floor and walls in athletic area(s) are washed daily, if athletic area is used.			
All benches are washed daily, if used.			
<i>Notes:</i>			

Exhibit “A(2)(vii)”

Exhibit “A(2)(vii)”



www.cifstate.org

California Interscholastic Federation

SPORTS MEDICINE ALERT

*Prepared by the State CIF Sports Medicine Committee
for distribution to Student-Athletes, Coaches and Parents*

MRSA

MRSA (methicillin-resistant staph aureus) is a type of staph infection that is resistant to many common antibiotics and, in cases where treatment is needed, can be very difficult to treat. Staph bacteria are one of the most common causes of skin infections in the United States. Most of these skin infections are minor (such as pimples and boils) and can be treated without antibiotics, but occasionally serious infections require treatment. In the last few years, there have been a number of cases where these bacteria have spread among members of sports teams. Recently, this issue is making headlines as MRSA can have serious and deadly ramifications if not dealt with immediately.

WARNING SIGNS

It is common for athletes to have pimples, cuts and abrasions on their skin. Here are a few warning signs to look for and ask about when deciding whether a wound requires medical attention.

- Unusual or increasing pain and/or warmth
- The presence of pus or a pustule
- Induration (hardness)
- Increasing swelling, size or redness of the wound
- Red streaks around the wound
- Fever and/or chills (flu-like symptoms)

If you have any of these signs or symptoms, seek medical attention immediately.



Preventing MRSA

Here are some precautions for preventing the spread of MRSA

- Shower with soap as soon as possible after practices and competitions. If MRSA bacteria are present on your skin, you can wash them away before they have a chance to cause infection.
- Don't share towels, razors, soap or other personal items.
- Cover all wounds to help prevent infection, especially during practice and competition. If a bandage or wrapping falls off, replace it immediately.
- Get every skin wound, no matter how minor checked out by you coach, athletic trainer, parent/guardian or team physician.
- Dry out your equipment and padding after each use. Wash your clothes daily.
- Do not store uniforms and equipment in a dark, moist, warm environment. Keep your locker clean and dry.
- Wash your hands often. Frequent hand washing with soap for at least 15 seconds is one of the best ways to prevent MRSA.



For more information go to www.cifstate.org and click on the 'Health and Safety' box at the top of the page. Open the Sports Medicine Handbook and refer to page 44 for practical health hygiene policies and recommendations.

Exhibit “A(2)(viii)”

Exhibit “A(2)(viii)”



CIF Mandatory Steroid Policy



SCHOOL NAME/LOGO HERE or remove CCS logo above and add school logo there

“As a condition of membership in the CIF, all member school shall adopt policies prohibiting the use and abuse of androgenic/anabolic steroids. All member school shall have participating student-athletes and their parents, legal guardian/caregiver agree that the athlete will not use steroids without the written prescription of a fully-licensed physical (as recognized by the AMA) to treat a medical condition.” (CIF Bylaw 503.1)

Our School Policy:

(insert your school policy here) The text box can be expanded to accommodate your entire school policy or insert the reference to where students/parents may find your policy)

**PLEASE COMPLETE THIS FORM AND RETURN TO _____
NO LATER THAN _____**

Print Name of Student-Athlete:

By signing below, both the participating student-athlete and the parents, legal guardians/caregiver hereby agree that the student-athlete named herein, shall not use androgenic/anabolic steroids without the written prescription of a fully-licensed physician (as recognized by the AMA) to treat a medical condition. We also recognize that under CIF bylaw 202, there could be penalties for false or fraudulent information. We also understand that the _____ (name of school) policy regarding the use of illegal drugs will be enforced for any violations of these rules.

Signature of Student-Athlete named above

Date signed

Print or type name of Parent/Guardian/Caregiver signing below

Relationship to student

Signature of Parent/Guardian/Caregiver

Date signed

Exhibit “A(2)(ix)”

EVENT EMERGENCY GUIDELINES

**CALIFORNIA INTERSCHOLASTIC
FEDERATION**

MARCH, 2013

Purpose

These Event Emergency Guidelines have been developed to work in conjunction with school site and school district safety plans, where applicable. These Guidelines are general in nature and the manner in which they are implemented must depend on the sound judgment of the coach or school administrator at the scene who will be making quick assessments. By their nature, disasters and emergencies are unique events and a decision maker's response to them will almost always involve at least some improvisation.

The Guidelines are divided into two sections. The first section consists of Guidelines to lower the risk of violence or disruptions to an athletic event. The second section addresses responses to specific threats that occur during an athletic event.

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GENERAL REMINDERS

WHEN INVESTIGATING ANY ACCIDENTS OR UNUSUAL INCIDENTS, PLEASE REMEMBER TO:

1. Note date and time of incident
2. Note the names and badge numbers of officers responding to incident.
3. Get signed witness statements noting name, address, phone numbers(s) and date of birth.
4. Note **ALL** individuals involved and conduct a full investigation, documenting all information in writing.
5. File all required forms in a timely manner with the event coordinator.

PART I: PLANNING TO AVOID VIOLENCE AND DISRUPTIVE INCIDENTS AT ATHLETIC EVENTS

GENERAL CONSIDERATIONS: Often the hostility of a crowd is the reflection of hostility between coaches or as a result of coaches' actions. In addition, a crowd, or individuals within the crowd, faced with disorganized, confused events, are more prone to become hostile. The following recommendations have the primary goal to prevent or decrease hostility between schools and guide schools to more efficiently conduct events.

A. RESPONSIBILITIES OF HOME TEAM

The coaching staff and administrators of both teams have significant responsibilities and opportunities to reduce the risk of violence and unsafe conditions at athletic events. However, the Home team staff have more responsibilities because they have more control and knowledge about conditions at their sporting facility. The implementation of the Guidelines listed below will depend on a range of factors, including the history of competition between the schools, the layout and location of the athletic facility, the time of the event and the anticipated number of spectators.

1. Pre-Event Planning: Develop an operational plan for each event. Contact the visiting school as early as possible to discuss the game, including prior and existing school/community problems. Under appropriate conditions, schedule a pre-game meeting to address these issues. Provide the visiting team with directions and instructions regarding the safest routes, parking, seating, dismissal from bleachers and the loading, and unloading of buses and automobiles.
2. Staff Planning: Provide specific instructions to teachers, staff members and volunteers supervising the game. Staff should be readily identifiable. Prevention, not apprehension after trouble commences, should be emphasized.
3. Visiting Team Arrival: Have parking areas well-lighted. Arrange, where possible, on-site parking of visitors' automobiles and buses. Supervise the area and path between the visitors' team bus and the facility entrance. The route of the visiting team to the locker room or their section of the field should not be directly in front of the Home team section.
4. Referees: Referees and umpires should emphasize the importance of keeping the game under control. Give payment to officials before the game. Provide them with an escort both entering the field and exiting the field
5. Scoreboard: Have properly trained adult scorers and timers for officials at games.
6. Game Announcer: The game should be reported without showing overt favoritism to teams or players. Proper language should be used at all times. Announcers can show enthusiasm without losing control. Under no circumstances should the officials' decisions be criticized, directly or indirectly.

7. Concession Stands: Where appropriate, separate concession stands should be employed, one for visitors and one for the home crowd. This rule should also apply to restrooms.
8. Conduct of Game: Provide for supervision of spectators during halftime. Efforts should be made to direct the crowd, keep spectators off the field, and keep the under-the stand area clear.
9. Disruptive Individuals: If a disruptive individual will not take direction, that person should be promptly removed. Noisemakers and drunkenness should not be permitted and, if found, addressed quickly.
10. Area outside of Venue: Areas immediately outside of the venue should be kept clear of unassociated persons.
11. Exiting the Venue: Arrange for supervision to continue until students have left the area, including the team bus.

B. GUIDELINES FOR VISITING TEAMS

1. Contact the administrators of the Home Team to establish routes, parking information, entering and exit gates.
2. Have adequate faculty and administrative presence at the game.
3. Provide students information about parking, entrance, seating and exiting.
4. Check on the amount of time allotted for halftime activities and strictly adhere to those time limits.

C. GUIDELINES FOR BOTH TEAMS

1. Players should refrain from showing surprise or irritation at a call by an official.
2. "Playing to the crowd" can cause trouble- particularly in basketball, where the players' facial expressions are clearly visible to the bench and stands. Players should not communicate with spectators.
3. Players on the bench should not heckle the opposing team.
4. Unsportsmanlike gesturing or the harassment of individual players should be avoided.

PART II: SPECIFIC THREATS

A. INJURIES AND MEDICAL EMERGENCIES

Call 911. If you are alone, call 911 first and then return to the victim. Stay on the line until the 911 operator gives you permission to hang up the phone. Tell the operator exactly which entrance to use to your facility/site and exactly where you are located in the facility/site.

1. Lend any assistance to the victim that you are able and qualified to do. Do not move the victim if there is a chance of back or neck injury.
2. Make sure that someone is at the entrance to meet the emergency vehicle and escort the rescue personnel to the victim.
3. Contact your immediate supervisor.
4. Provide as much information to the rescue personnel that you can regarding the onset of the illness or injury.
5. If the medical emergency is caused by accidental injury, interview witnesses and get as much information as possible.
6. Contact the parents/guardians immediately.
7. Complete the incident report form and forward it to your immediate supervisor.

B. FIRE

1. Call Fire Department.
2. If fire is small in nature, extinguish it with a fire extinguisher.
3. If fire is large in nature or uncontrollable, pull the fire alarm, call 911 and immediately evacuate the building of all students and staff according to your pre-determined crisis plan. Close all doors and windows behind you, but do not lock them.
4. Do not touch anything on your way out.
5. Do not use the elevators.
6. If you smell something burning, immediately notify the site directors who will notify on-site engineering personnel to investigate.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

C. EARTHQUAKE:

(A) Indoor Event: Basic Rule is Drop, Cover, Hold and Wait

1. At the first indication of ground movement, you should drop to the ground. It may soon be impossible to stand upright during the earthquake. Getting to the ground will prevent you from being thrown to the ground and will allow you to assist your team and spectators more quickly.

2. If you are in grandstand, grab hold of seats, railing or other fixture. Move away from the side of the grandstands
3. If you are in an open area, such as a basketball court or swimming pool area, move to the area in front of an interior wall, especially interior corners, kneel and clasp your hand behind your neck.
4. Protect your eyes from flying glass and debris with your arm covering your eyes.
5. After ground movement ends, check for injuries and safely evacuate the building after counting to at least 60. (Many aftershocks occur in the first 60 seconds after the main quake).
6. Please note: It is intuitive and natural for individuals to flee the scene of an earthquake, because flight is a reasonable response to other types of disaster such as fire. This generalized flight response is generally unsafe in the context of an earthquake. California School buildings are built to exacting earthquake standards, otherwise known as the Field Act. As a general proposition the safest place to be on a school site during an earthquake is inside a school building. Most injuries occur when people move to different locations or move to another place in the building.
7. To the extent possible, quiet the crowd to control panic. It is often the case that most injuries during an earthquake do not occur from a structural failure of a building but injuries sustained by person exiting the building, who are struck from falling glass, debris and architectural or lighting elements. (It is a unfortunate fact that architectural elements and lighting fixtures are not inspected to the same level of scrutiny as structural elements.) The area of significant danger is in the "fall zone", the 10 to 20 wide perimeter of a building where objects can fall and strike those below. If possible send someone to "scout" this perimeter around the exit before the general evacuation commences.
8. Move to a safe, open area, away from power lines and other overhead hazards.

B. Outside Event: DROP AND COVER AND STAY OUTSIDE

1. Assess where you are. If you are near overhead lines, trees or buildings, move way form them. If they are not near you, drop to the ground and cover the back of your neck with your hands.
2. Do not enter any buildings until it is determined safe to do so.

C. Traveling to a School Event: STOP SAFELY

1. Pull the Bus or vehicle to the side of the road and stop, unless the conditions found in 2 below, apply.
2. If the bus or vehicle is on a bridge, overpass, or under power lines, continue until these dangers are cleared.

3. Wait until the ground movement stops, then check for injuries. Be aware of aftershocks, downed wires or roads blocked by debris. Check radio for emergency broadcast. Even if road is apparently safe, proceed slowly.

D. SEVERE WEATHER

1. If the tornado sirens are sounded, immediately proceed to the designated shelter area in your building.
2. If inside, stay away from glass windows and doors and the perimeter of the building. Sit as near to the wall as you can get.
3. If you are inside, do not use the phones during an electrical storm.
4. If the building is moving, assume the duck and cover position with your head between your knees and your hands locked over your head.
5. If severe weather occurs while you are outside with students, immediately seek shelter in a building. If none is available, keep students away from trees if you are in an electrical storm. If a tornado is threatening, go to the lowest area of land and lie down.
6. Keep students as calm as possible and speak in reassuring tones.
7. Contact your immediate supervisor.
8. Complete the incident report form and forward it to your immediate supervisor.

E. SHOTS FIRED: RUN, HIDE AND FIGHT IF NECESSARY

GENERAL CONSIDERATIONS: Most mass shooting incidents are over within 10-15 minutes. Your plan for safety should be designed for the short duration survival of you and those around you. Your main challenge is to quickly process the fact that you in such an incident and to not freeze in place. A flawed plan for escape is better than no plan at all.

A. Outside Event

1. During the initial firing, immediately lie on the ground.
2. Immediately assess, to the extent you can, the nature of the threat.
3. If the shooter is in your vicinity, run and encourage others to run.
4. If you are in an open area, run in a zigzag pattern, bending over as much as you can.
5. Keep others from entering into the area.
6. Seek shelter if you cannot outrun the shooter. Any feature that can be used to block gun fire should be considered, including walls, planters or trees.
7. Call 911 as soon as safety permits.
8. As soon as possible, evacuate patrons to a safe area, preferably into a building.
9. Remain calm and as observant as possible. Be ready to describe the shooter, the weapon, a vehicle tag number, etc. to police when they arrive.
10. Be ready to describe the situation and request medical aid if necessary.
11. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.

12. After shots are no longer being fired, check for injuries.
13. Contact your immediate supervisor.
14. Contact parents/guardian.
15. Complete the incident report form and forward it to your immediate supervisor.

B. Inside a Building

1. Tell everyone to get on the floor or behind furniture and remain quiet. Activate crisis procedure plan.
2. If you are in a confined area, such as a locker room, lock the doors and, if possible, move out of view of windows. Blockade locked doors as best you can.
3. If you are confined indoors, turn out the lights and mute your cell phone.
4. Call 911. Be ready to describe the situation and request medical aid if necessary.
5. Remain calm and as observant as possible – be ready to describe the shooter and the weapon to police when they arrive.
6. **Do not confront the shooter unless the circumstances present no other option:** In most cases, the shooter will leave after the initial assault.
7. After shots are no longer being fired, check students for injuries.
8. Keep students calm and wait for assistance to arrive.
9. If shooter has left the building, do not permit anyone to enter until assistance arrives.
10. Contact your immediate supervisor.
11. Contact parents/guardians immediately.
12. Complete the incident report form and forward it to your immediate supervisor.

C. Fight Option

1. If you cannot escape or hide, and lives remain at stake, fight the intruder
2. The goal is to incapacitate the shooter.
3. Use extreme aggressiveness and improvise your weapons, including fire extinguishers, and chairs.

F. WEAPONS WITHOUT SHOOTING

A. Suspected Weapon On The Premises

1. Call 911.
2. **Do not confront the individual.**
3. Try to keep patrons away from the area until police arrive. If this is not possible, observe the suspect from a reasonable distance until police do arrive. Activate lock down procedures if necessary.
4. If the suspect leaves the premises, try to watch and determine the direction. Be ready to give police as complete a description as possible including vehicle tag number.
5. Contact your immediate supervisor.

6. Complete the incident report form and forward it to your immediate supervisor.

B. Observed Weapon On The Premises

1. Seek assistance from another staff member or supervising adult in reporting the incident.
2. Discreetly call 911 if the suspect is not present.
3. Provide a physical and clothing description and the last known direction of travel of the individual.
4. **IN ALL CASES – USE EXTREME CAUTION. DO NOT CONFRONT THE SUSPECT.**

G. SUSPICIOUS BEHAVIOR

1. Approach the individual and ask if you can help.
2. If the individual does not appear to have legitimate business on the premises, ask the person to leave.
3. If the individual does not leave and/ or the suspicious behavior continues, call 911.
4. Contact your immediate supervisor.
5. Continue to observe the individual until police arrive.
6. Be ready to give police as complete a description of the behavior as possible.
7. Do not become involved in a confrontation with the individual.
8. If the behavior seems potentially threatening to your students, remove them to a safer area.
9. Complete the incident report form and forward it to your immediate supervisor.

H. CHILD ABUSE

1. Immediately record the suspected child abuse/neglect in daily log.
2. All staff are mandatory reporters and must report the suspected child abuse/neglect to law enforcement (including a school police department) on the day that it is observed and recorded and no later than 72 hours after the reasonable suspicion is formed.
3. Program Director must contact the Child Welfare Organization for parents/guardians, when appropriate, about observed abuse or neglect within 24 hours of the observation.
4. Staff must record all observations, phone calls and contacts made.
5. If immediate help is required, call Police Department or 911.
6. Contact your immediate supervisor.
7. Complete the incident report form and forward it to your immediate supervisor.
(Remember: All information about children and families is **confidential**)

Definitions Of Child Abuse:

1. **Physical Abuse** – any injuries from shaking, beating, striking, burning. Any suspected sexual abuse.
2. **Physical Neglect** – failure to provide basic necessities such as food, clothing, shelter, medical attention or proper supervisor

I. PERSONNEL HARASSMENT

1. Remain Calm.
2. Do not respond to the person in a confrontational manner
3. Involve your direct supervisor.
4. Ask and allow person to explain situation.
5. Listen and show concern.
6. If situation remains confrontational, ask the person to leave.
7. If you feel that you are in danger, call 911.
8. Complete the incident report form and forward it to your immediate supervisor.

J. POWER OUTAGE

1. Remain calm.
2. If participants are in danger, stop activity and move them to a safe place.
3. Contact your immediate supervisor. Notify the on-site maintenance staff.
4. Ask site personnel for available flashlight.
5. Complete the incident report form and forward it to your immediate supervisor.

K. MISSING CHILD

1. Remain calm.
2. Inform your immediate supervisor and all staff members that the child is missing and direct staff and participants to meet in an assigned area or room. (Pre-determined procedures should be in place for the remainder of the program hours.)
3. Previously designated staff should stay with participants while the remaining staff search the building. Check all inside spaces of the building and conduct a thorough search of the grounds.
4. Notify the police at 911.
5. Notify the parent/guardian. Ask questions of the parent such as:
 - Does s/he know how to ride the bus?
 - Does s/he have any money?
 - Are there any places in the area that the child is familiar with such as a playground or picnic area?
 - Are there any relatives or friends in the area where the child would be likely to go?

6. Gather all vitals – Picture or description, registrations/applications and clothes child was wearing. The police will need this information to assist in finding the child as quickly as possible.
7. If you or your staff assists in the search, ask neighbors for help. Many people are able and willing to do whatever it takes to help find a missing child.
8. Complete the incident report form and forward it to your immediate supervisor.

L. ABDUCTION

1. **Remain Calm**
2. Call 911.
3. Report abduction, or attempted abduction to your immediate supervisor.
4. Note the person's appearance and any other information about him or her (voice, clothing, vehicle type, license plate number, etc.) that might be helpful to police.
5. If the person is seen taking the child into an automobile, note the color and make of automobile and attempt to memorize the license plate or at least a portion of it. Note the direction or street the automobile is traveling.
6. Treat custody dispute problems as a possible child abduction.

M. CONTROLLED SUBSTANCE (Drugs/Alcohol)

1. Be ready to provide as complete a description of the suspect as possible.
2. Call 911. Give 911 operator as complete a description of the suspect, the behavior, the type of controlled substance, if known, and vehicle tag number.
3. **Do not approach the suspect.**
4. If suspect leaves before police arrive, note the direction, type of vehicle, etc. Do not attempt to follow the suspect.
5. Call your immediate supervisor.
6. Complete the incident report form and forward it to your immediate supervisor.

N. SEXUAL HARASSMENT

1. If a student reports to you that s/he has been approached in an inappropriate fashion by another person, take the student to a private area with another staff member for an interview. **All allegations** of sexual harassment, regardless of the nature, must be investigated.
2. Determine by questioning, as gently as possible, exactly what happened. Ask the victim questions like:
 - What did the person say?
 - What did the person do that made you feel uncomfortable?

- When did this happen?
 - How long has this been going on?
3. Inform the parents/guardians immediately of the alleged sexual harassment.
 4. Interview the alleged aggressor. If a patron, proceed with the questioning. If an employee, wait for your supervisor to arrive to conduct the interview.
 5. *If allegations of **physical touching**, CALL POLICE and your immediate supervisor. **Sexual Assault Procedures** should be initiated (see page 12).*

O. SEXUAL ASSAULT

1. Isolate and secure the victim and the assault area.
2. Call 911.
3. Do not leave the victim alone. Ensure the victim is in a safe place, and assist in making them comfortable.
4. Remain calm and reassure patrons that all possible actions are being take to care for the injured person and to protect others.

Note: For Sexual Assaults:

1. Notify supervisor.
2. Attempt to dissuade the victim from washing, cleaning up or use of the restroom if possible.
3. Provide the victim with privacy.
4. Secure the crime scene. Protect any potential evidence.
5. **DO NOT USE THE VICTIM'S NAME** on two-way radios or release the victim's identity to anyone other than the lead administrator or law enforcement officials.
6. Remember that sexual assaults are very serious crimes. Do not attempt to conduct an investigation, question victims, witnesses or suspects and do not disturb any potential physical evidence.
7. Assist law enforcement officials as requested.
8. Complete the incident report form and forward it to your immediate supervisor.

P. TACTICAL SITUATION

1. If inside, take all participants to a central area. Keep away from windows and doors and secure all entry doors.
2. If outside and time permits take all participants to an indoor central location.
3. Call your supervisor immediately – they will determine who to contact.
4. Call parents/guardian to inform them of the situation.
5. Do not release anyone until the police say it is safe to do so.

6. Do not release any information to the media. Let the police or a public relations representative have that responsibility.
7. Complete the incident report form and forward it to your immediate supervisor.

Q. BOMB THREATS

ALL BOMB THREATS MUST BE TAKEN SERIOUSLY

1. Remain calm. Keep your voice steady. Do not alarm the caller.
2. DO NOT try to transfer the call. Don't risk losing the call.
3. Record call if possible.
4. Treat the call like any normal order of business. You need to act quickly to get information. **ASK.....**
 - **WHEN** will the device explode?
 - **WHERE** is the device?
 - **WHAT** kind of device is it?
 - **WHAT** does it look like?
 - **WHY** did you place the device?
 - **WHO** are you?
5. Try to keep the caller on the line as long as possible. Take notes while you are talking. Attempt to note.....
 - Time of call
 - Exact words of caller
 - Male or female sounding voice
 - Is there a detectable accent
 - Voice tone, pitch, meter
 - Speech skills, inflections
 - Is the voice familiar
 - Background noise
 - Time the call is terminated
6. CALL 911 immediately. Answer all questions asked of you. Follow any instructions give by the 911 operator.
 - **DO NOT TOUCH SUSPICIOUS OBJECTS.**
 - **DO NOT USE TWO –WAY RADIOS, CORDLESS PHONES, OR ANYTHING ELSE.**
 - **DO NOT TURN ANYTHING ON OR OFF – ESPECIALLY LIGHTS**
7. Contact your immediate supervisor
8. Complete an incident report form and forward it to your immediate supervisor.

DO NOT tell anyone about the Bomb Threat. Trained law enforcement officials will provide instructions.

For Those Individuals Aware Of The Bomb Threat:

DO NOT PANIC. Wait for direction. You may hear the fire alarm sound. It is common to initiate a fire drill in these situations to encourage an orderly exit. The goal is to avoid panic. Mass panic has the potential to result in disaster, including serious injury and /or death.

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-01

COMPENSATION

- I. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed One Million Eight Hundred Thousand Dollars (\$1,800,000.00), and “Additional Services” not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00), payable through reimbursement as outlined in Exhibit A-0.

- II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed Forty-Five Dollars (\$45.00) per hour without written authorization from the District Superintendent or his designee.

- III. Within the grant amount, the District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
 - A. Monthly expenditure report by school.
 - B. Certification that all employees, agents and contractors that will have contact with students and for whom a certificate has not been previously provided have been properly fingerprinted and TB tested.
 - C. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
 - D. Line items for all supplies properly charged to the Services.
 - E. Line items for all travel properly charged to the Services.
 - F. Line items for all equipment properly charged to the Services.
 - G. Line items for all materials properly charged to the Services.
 - H. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-01

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) in the 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:

- a. owned, non-owned and hired vehicles;
- b. blanket contractual;
- c. broad form property damage;
- d. products/completed operations; and
- e. 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:

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

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

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

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

Not Project Related

Project #20-01

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #20-01

CONFLICT OF INTEREST CHECK

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

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

The services to be performed by 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 OF OXNARD**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 3, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #20-04 – ALC Schools, LLC (George/Briscoe)

ALC Schools, LLC, upon request by the District, will from time to time supplement the districts' transportation programs using sedans, mini-vans, and SUV's to assist in transporting McKinney-Vento, special-needs, out of district students, and hard-to-serve trips to and from school.

Term of Agreement: July 1, 2020 through June 30, 2021

FISCAL IMPACT:

Not to exceed \$150,000.00 (\$65.00 per hour) – General Fund

RECOMMENDATION:

It is the recommendation of the Director of Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #20-04 with ALC Schools, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-04, ALC Schools Inc. \(13 Pages\)](#)

**AGREEMENT FOR THE PROVISION OF
ALTERNATIVE TRANSPORTATION SOLUTIONS**

THIS AGREEMENT (“Agreement”) is entered into as of June 3, 2020 between ALC Schools, LLC. (“Contractor”) and Oxnard School District (the “District”), with the following facts:

- A. Certain student(s) of the District require transportation to and from school and/or other transportation services as requested by the District.
- B. Contractor will coordinate such transportation services. The District will reimburse Contractor for the provision of these services in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contractor Services

District may request, from time to time, that Contractor coordinate transportation services, which Contractor may agree to coordinate. To the extent accepted by Contractor, Contractor agrees to coordinate such transportation services and District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor’s coordination of such transportation services pursuant to this Agreement are sometimes referred to herein as the “Services”.

In operating under this Agreement, the District will purchase services from the Contractor through the Contractor’s agreement with **OMNIA Partners (formerly National IPA), Contract No. R190401**, the provisions of which, while not attached hereto, are nonetheless incorporated herein by this reference, and in accordance with the pricing set forth in Attachment 1 of this Agreement, which is attached hereto and incorporated herein by this reference.

2. Term

The initial term of this Agreement shall commence on July 1, 2020 and end on June 30, 2021. Either party can terminate with or without cause at any time with 30 days prior written notice.

3. Fees for Service

Contractor shall be paid the agreed upon sum based on fees outlined on Attachment 1, which is attached hereto and incorporated herein by this reference. Contractor shall invoice the District for the provision of the Services on a monthly basis and shall be paid therefore within thirty (30) days after the District’s receipt of Contractor’s invoice for the provision of the Services for the relevant month. Any payment not received by Contractor within said thirty (30) day period shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Contractor.

4. Vehicles

As part of its Services and for the compensation set forth in this Agreement, Contractor agrees to coordinate the supply of such vehicles (the “Vehicles”) as may be necessary to lawfully address the transportation requirements of the District. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.

5. Contractor Personnel and Subcontracted Service Providers

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. While Contractor may subcontract with service providers who will supply drivers (“subcontracted drivers”) to provide student transportation services for the District, Contractor shall at all times remain responsible for the coordination of the Services under this Agreement. Contractor expressly represents and warrants to the District that it will only utilize subcontracted drivers that have obtained the necessary training and are properly licensed to perform the Services.

6. Contractor Insurance

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and at no cost to District, general liability and automobile (common carrier) insurance issued by insurance companies authorized to do business in the state with minimum limits of One Million Dollars (\$1,000,000), Combined Single Limit. The District shall be named as an additional insured of the policy or policies and shall be furnished with a certificate of insurance (COI). The District shall be notified at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment of premium).

7. Background Checks

Because Contractor will be providing transportation services for school children, it is a requirement of Contractor’s insurance that Contractor require and Contractor shall require each Contractor personnel or subcontracted driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.

8. Health and Safety (Tuberculosis Testing)

To the extent required under applicable law, rule or regulation applicable to the provision of Services and to the transportation services being provided by subcontracted drivers, Contractor shall require each Contractor personnel or subcontracted driver who may come in contact with student(s) to provide verification of having been tested for tuberculosis (TB) and cleared to work with students, as evidenced by a state licensed medical doctor’s signature. As a service to District, Contractor will maintain a copy of said verifications.

9. Drug and Alcohol Testing

Contractor only contracts with transportation service providers who enroll their drivers in a drug and alcohol testing consortium that provide for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Contractor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.

10. Assignment of Contractor’s Rights

Except as it relates to the entering into subcontracts as referred to in Section 5 of this Agreement, Contractor shall have no right to assign its rights or obligations under this Agreement; provided, however, Contractor shall have the right to assign this Agreement as part of a transaction wherein it transfers substantially all of its assets.

11. Indemnity of the District

Contractor hereby agrees to indemnify and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of (a) any injury to any person or property sustained by the District and/or Contractor and/or any student(s), in connection with the negligent provision of the Services that are to be provided by its subcontracted service provider or the subcontracted drivers pursuant to this Agreement, and (b) any injury to any person or property sustained by any person or entity which is caused or alleged to be caused by any act, neglect, fault or omission on the part of Contractor or its agents, affiliates and subcontracted service providers or subcontracted drivers in connection with the provision of the Services, whether or not said injury or damage occurs on or off District property.

12. Independent Contractor

In providing the management and logistical support necessary to coordinate the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

13. Non-Solicitation

District agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, District will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee,

subcontracted service provider, subcontracted drivers or other person who has performed services for Contractor at any time during the term of this Agreement.

14. Notices

All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a “hard” copy, and shall be deemed received upon the date of receipt thereof.

To District: Oxnard School District
Lisa A. Franz, Director, Purchasing
1051 South A Street
Oxnard California, 93030
Phone: 805-385-1501, Ext. 2414
Email: lfranz@oxnardsd.org

To Contractor: Gregg Prettyman, Chief Operating Officer
ALC Schools, LLC.
1211 Puerta Del Sol, Suite 200
San Clemente, CA 92673
P: 866.999.3371 x777; Fax: 844.245.0299
Email: alc@alcschools.com

Notice of change of address shall be given by written notice in the manner detailed in this paragraph 14.

15. Entire Agreement

This Agreement, and Attachments 1-6 which are incorporated herein by this reference, and if applicable the attached proposal, constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

16. Waivers

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

17. Attorney Fees

In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

18. Severability

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

19. Further Acts

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

20. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, facsimile or PDF signatures shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

DISTRICT

By: Lisa A. Franz

Title: Director, Purchasing

Signed: _____

Date: _____

CONTRACTOR

By: Gregg Prettyman

Title: Chief Operating Officer

Signed: _____

Date: _____

ATTACHMENT 1 - Fees for service

The Contractor will charge the District a **\$65 per trip fee**, which includes the first twelve (12) miles and up to five (5) students. Vehicle capacity is determined by student requirements and vehicle availability. An additional **\$2.50 per mile** will be charged for any trip longer than 12 miles.

The pricing matrix below outlines all associated fees:

Trip Items	Fees
Trip Fee (includes first 12 miles)	\$65.00
Per Mile Fee (after the first 12 miles)	\$2.50
Additional Fees (as needed/requested):	
Wheelchair Fee (per student)	\$25.00
Car Seat/Safety Vest Fee (per student)	\$5.00
Wait Time Fee (per hour, billed in 15 min. increments)	\$60.00
Monitor Fee (per hour, 2-hour minimum)	\$25.00
No Show or Late Cancel	Full Price of Trip

Definitions:

Trip: A trip is defined as a one-way transportation event with a student or monitor continually on board. Examples include:

- **Home to School:**
 - Student 1: Pick-up, Student 2: Pick-Up
 - Both Student 1 & 2 dropped off at School A
 - Student 1: Pick-up, Student 2: Pick-up
 - Student 1 dropped off at School A
 - Student 2 dropped off at School B
- **School to Home:**
 - Student 1: Pick-up, Student 2: Pick-Up
 - Both Student 1 & 2 dropped off at Home A
 - Student 1: Pick-up, Student 2: Pick-up
 - Student 1 dropped off at Home A
 - Student 2 dropped off at Home B

The total number of trips a District is charged for is arrived at by adding together each one-way trip. The District will only be charged for miles incurred while a student or Monitor is onboard the vehicle. When no student or Monitor is onboard the vehicle, no mileage charges will be incurred.

Additional Fees: Additional fees are only incurred per the request of the District to provide additional services. They can include, but are not limited to:

- **Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair vehicle.
- **Car Seat/Safety Vest Fee:** A per student/per trip fee for students requiring a car seat/safety vest.
- **Wait Time Fee:** Only incurred when authorized by the District to wait for a student. Billed on an hourly basis in 15-minute increments.
- **Monitor Fee:** Only incurred when the District requests that the Contractor provide a student Monitor for the trip. School Districts usually provide the student's Monitor. When the District provides the Monitor, they are not charged a "Monitor Fee". The mileage incurred while a Monitor (whether provided by the Contractor or the District) is onboard the vehicle without a student (transporting the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.

1. **Mileage Charges**

Mileage charges are based on driving distance calculations from a third-party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Contractor shall be responsible for plotting the routes collectively, and individually using Contractor's proprietary School Dispatch Software.

Under no circumstances will the District be required to pay for mileage to a pick up or destination other than those authorized by the District.

2. **Fuel Surcharges**

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of "[Your Specific State or Region] U.S. Regular Gasoline Prices* (dollars per gallon)" on the following website:

http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html

3. **Invoicing**

The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. The Contractor requires 24-hour notice to remove a student from the route.

4. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month.

If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

ATTACHMENT 2 – The District agrees that the following policies shall be followed related to Student No-Shows and Late Canceled trips for trips serviced by the Contractor

No-Shows & Late Cancels

A No-Show occurs when no previous notice is provided to the Contractor by the District/guardian that a student will not be transported and a driver attempts to pick-up a student but the student is not there or is not ready. A Late Cancel occurs when less than 2-hour notice is provided to the Contractor by the District/guardian that a student will not need transportation.

Trips where a No-Show or Late Cancel occurs are billed at full trip charge.

Possible District Protocols for No-Shows:

If the driver attempts to pick-up a student on a scheduled trip in the AM but the student is not there or not ready, then the following scenarios could apply (as determined by the District):

1. Single Rider Trips

- a. If an AM single rider No-Show occurs, the District will be billed for the AM trip and the afternoon trip will remain scheduled unless the Contractor is notified by the parent or the District to cancel the trip.
 - i. The District may set up a protocol to automatically cancel afternoon trips in the event of an AM Single Rider No-Show.
- b. If the afternoon trip is cancelled within 2 hours of the scheduled pick up time, the District will not be billed for the afternoon trip.

2. Multiple Rider Trips

- a. The afternoon trip always remains scheduled.

No-Show Reports

Each morning an email is sent from the Contractor's School Dispatch team to the District. This email is sent by 11 AM and alerts the District of the following circumstances:

- Which students were no-shows that morning
- How many consecutive days/trips they have been a no-show

The daily No-Show Report provides the District time to inform the Contractor's School Dispatch if one of the students on the No-Show Report is attending school that day and will still need a ride home in the PM.

The District is responsible for alerting the Contractor of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.

Student Removal / Student Cancellation:

Permanent Removal of Student from Route:

Permanent removal of a student from a route requires District notification/approval

- The District sends an email stating that a student needs to be removed from a route until further notice.

Impact:

Once the student is removed from the route, the student's spot is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.

Billing:

Will only be affected if:

- Trip is above the minimum and there is a reduction in the mileage as a result of removing the student.
- The student was the only one on the route, therefore the route is cancelled.

Cancellations/Temporary Removal:

Cancellation of a student from a route requires District notification/approval.

- A student is sick one day or will be going on vacation for a few days.

Impact:

Because this is a temporary change, the student is not replaced on the route and their space on the route is reserved for their return.

Billing:

If the student is a single rider and the student is cancelled or temporarily removed, no charges will be assessed. When cancelling or temporarily removing the pick-up/drop-off for a student who is part of a multiple rider trip, the District will be charged the normal trip rate.

ATTACHMENT 3 – Multi-District Billing: An Explanation

Should the District choose to share trips with a neighboring school district that is also under contract with ALC, the shared trip will be prorated and billed according to the following explanation:

Proration of Trip Fees – ALC’s Three Step Process

1. Stand Alone District Trips:

Each Districts’ students are routed as stand-alone trips, District specific pricing is applied.

a. Example:

- i. District A has two students who routed together cost the District \$65 (Trip 1)
- ii. District B has a single student whose trip would cost the District \$80 (Trip 2)

2. Multi-District Trips

All of the students from the participating Districts, as identified above, are combined into the most cost-effective trips, yielding new “Multi-District trips” and subsequent trip costs.

a. Example (cont.):

- i. When all three students are routed together, the total trip cost is \$95

3. Proration of Costs for Multi-District Trips

The total cost of the multi-District trips is then allocated to each District based upon the percentage of the Districts stand-alone trip costs (found in step 1) as compared to the multi-District trip costs (found in step 2).

Example (cont.):

o **Blended Cost of Multi-District Trip = \$95**

- Stand Alone Cost of Trip for District A = \$65
- Stand Alone Cost of Trip for District B = \$80

i. District A’s Percent Responsibility = $\text{Trip A}/(\text{Trip A} + \text{Trip B})$

1. $\$65/(\$65 + \$80)$

a. $\$65/\$145 = 44.83\%$

2. $44.83\% \times \$95 = \42.59

3. **District A’s Prorated Cost = \$42.59**

a. District A’s Savings = \$22.41

ii. District B’s Percent Responsibility = $\text{Trip B}/(\text{Trip A} + \text{Trip B})$

1. $\$80/(\$65 + \$80)$

a. $\$80/\$145 = 55.17\%$

2. $55.17\% \times \$95 = \52.41

3. **District B’s Cost = \$52.41**

a. District B Savings = \$27.59

4. No Shows and Cancellations:

For the purpose of all Multi-District Trips, No Shows and Cancellations are applied to each District invoice as if the student had boarded the vehicle on schedule even if District notifies ALC with advanced notice of cancellation.

5. Invoicing

The invoice shall separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. 24-hour notice is required to permanently remove a student from a route.

6. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

District Name: Oxnard School District

To whom should contract notices be sent?

Name & Title: Lisa A. Franz, Director, Purchasing
Address: 1051 South A Street
City: Oxnard State: CA Zip: 93030
Email: lfranz@oxnardsd.org Fax: 805-240-7582

Who should our accounting personnel contact regarding accounts payable matters?

Name & Title: Tony Briscoe – Director of Transportation
Email: schoolbus@oxnardsd.org
Phone: 805-385-1519 Fax: 805-486-2494

Who should our dispatchers contact regarding routine transportation matters?

Name & Title: Transportation Staff
Email: schoolbus@oxnardsd.org
Phone: 805-385-1519 Fax: 805-485-2494

Who should our dispatchers contact regarding emergencies, accidents or student behavior?

Name & Title: Transportation Staff
Email: schoolbus@oxnardsd.org
Phone: 805-385-1519 Emergency Phone: 805-279-8225

Who should we email the No-Show Report to each morning?

Name & Title: Transportation Staff
Email: schoolbus@oxnardsd.org

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 3, 2020

Agenda Section: Section C: Support Services Agreement

**Approval of Agreement/MOU #20-05 – New Dawn Counseling & Consulting Inc.
(DeGenna/Ridge)**

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

Term of Agreement: July 1, 2020 – June 30, 2021

FISCAL IMPACT:

No charge to the Oxnard School District.

RECOMMENDATION:

It is recommended by the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #20-05 with New Dawn Counseling & Consulting Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #20-05, New Dawn Counseling & Consulting Inc. \(2 Pages\)](#)

Agreement/Memorandum of Understanding #20-05

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

New Dawn, Counseling and Consulting Inc.

and

Oxnard School District

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

Term: The term of this MOU shall commence July 1, 2020 and shall terminate June 30, 2021.

Compensation: The Oxnard School District will not be charged for the services provided by New Dawn, Counseling and Consulting Inc.

Description of Services:

A. Oxnard School District agrees to the following:

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

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

CONFIDENTIALITY

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

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

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

Authorized Approval:

New Dawn, CC Inc.

Oxnard School District

Signature

Signature

Cynthia Torres, CEO
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:** June 3, 2020

Agenda Section: Section C: Support Services Agreement

**Approval of Agreement/MOU #20-06 – The Coalition for Family Harmony
(DeGenna/Ridge)**

The Coalition for Family Harmony will provide education groups on dating violence prevention to identified students at the Intermediate Schools. Resources and referrals to additional services offered by The Coalition for Family Harmony will be provided to identified students and families.

Term of Agreement: July 1, 2020 – June 30, 2021

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #20-06 with The Coalition for Family Harmony.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #20-06, The Coalition for Family Harmony \(2 Pages\)](#)
[Certificate of Insurance \(5 Pages\)](#)

OSD AGREEMENT/MOU #20-06

The Coalition for Family Harmony and Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between Coalition for Family Harmony and the Oxnard School District.

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties. The Coalition will provide trained facilitators to work in conjunction with school assistant principals, counselors and outreach specialists to coordinate and facilitate Teen Dating Violence Education Groups at the schools for K - 8th grade girls and Bystander Groups for K - 8th grade boys.

Classes and intervention sessions will be conducted at designated Intermediate schools, based on need factor and identification of students. Teen Dating Violence groups will be for seven weeks /1 hour per session. The Bystander Groups will be for two week/1 hour sessions. All groups will be run by MFT Interns and Trainees who are under Clinical Supervision. The curriculum will cover the myths of sexual harassment, sexual assault and rape, methods that perpetrators use, date rape drugs, and rape and sexual assault prevention. The Coalition also offers a multitude of services that counselors and outreach specialists may refer families to as they are identified, such as: counseling, parenting programs, child abuse intervention programs, legal services, crisis response and intervention, and emergency shelter. If students within the group are identified as being in need of additional services, they and their families could be referred to some of the other services available through the coalition. Should MFT interns be available through Coalition for Family Harmony, students may be seen on school campuses.

TERM: The term of this MOU shall commence July 1, 2020 - June 30, 2021.

COMPENSATION: The Oxnard School District will not be charged for the services provided by The Coalition for Family Harmony for this program.

DESCRIPTION OF SERVICES:

A. Oxnard School District agrees to the following:

1. Serve as lead Administrative Agent of all schools.
2. Provide space to accommodate the Coalition staff member assigned at each school.
3. Refer students through teacher referrals, SST and CST referrals based on the needs of the student.
4. The Outreach Specialists and counselors will organize, update and maintain records for all students and provide feedback to teachers.
5. Utilize Oxnard School District approved parent permission slips for participation prior to students being served.

B. Coalition for Family Harmony agrees to the following:

1. Provide trained facilitators at all agreed sites.
2. Work within the time frame appropriate for the school and agreed upon with the Site assistant principals, not interrupting instructional time.
3. Follow Oxnard School District HIPPA procedures concerning client confidentiality.
4. Provide individual and group supervision to facilitators.
5. Utilize Pre and Post surveys with students attending groups and share the data with the Site Administrator and Outreach Specialists.
6. Provide representation at meetings convened by the Oxnard School District to review the program.
7. Be responsible for having all facilitators screened and fingerprinted and testing for TB at their cost prior to beginning the program. The Coalition will be responsible for ensuring that all facilitators sent to the school sites have proper clearance to work with children as well as a cleared TB test.
8. Provide OSD with a certificate of Insurance (General Liability and Workman's Comp) naming the Oxnard School District as "additional insured".

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

AUTHORIZED APPROVAL:

THE COALITION FOR FAMILY HARMONY

OXNARD SCHOOL DISTRICT

Signature

Signature

Caroline Prijatel-Sutton, Executive Director

Typed Name/Title

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/29/2020

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 Poms & Associates Insurance Brokers CA License #0814733 5700 Canoga Ave. #400 Woodland Hills CA 91367	CONTACT NAME: Pamela Paulino PHONE (A/C, No, Ext): (800) 578-8802 FAX (A/C, No): (818) 449-9321 E-MAIL ADDRESS: ppaulino@pomsassoc.com INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Co INSURER B: New York Marine & General Ins INSURER C: Landmark American Insurance INSURER D: INSURER E: INSURER F:
INSURED Coalition for Family Harmony 1030 N. Ventura Road Oxnard CA 93030	NAIC #

COVERAGES **CERTIFICATE NUMBER:** 19-20 PKG/AUTO **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		PAC324676700	11/18/2019	11/18/2020	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	<input checked="" type="checkbox"/> 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			CAP324676800	11/18/2019	11/18/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	Uninsured motorist \$ 1,000,000						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						COMBINED SINGLE LIMIT EACH OCCURRENCE \$
	AGGREGATE \$						
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC20200005074	02/02/2020	02/02/2021	<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						
C	Errors & Omissions			LHM837227	04/07/2019	04/07/2020	Each Claim Limit 1,000,000
	Aggregate Limit 3,000,000						
	Deductible 5,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Oxnard School District is Included as Additional Insured as interests may appear. Additional Insured Endorsement per attached.

CERTIFICATE HOLDER Oxnard School District 925 South A Street Oxnard CA 93030	CANCELLATION <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> AUTHORIZED REPRESENTATIVE <div style="text-align: right;">137</div>
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- b. the loss is covered by any other insurance you have or by any insurance of such person who causes such loss.

These payments will not reduce the Limits of Insurance.

O. Additional Insured - Manager or Lessor of Premises

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization from whom you lease or rent property and which requires you to add such person or organization as an additional insured on this Policy under:

- (a) a written contract; or
- (b) an oral agreement or contract where a Certificate of Insurance showing that person or organization as an additional insured has been issued;

but the written or oral contract or agreement must be an "insured contract," and,

- (i) currently in effect or become effective during the term of this Policy; and
- (ii) executed prior to the "bodily injury," "property damage," "personal and advertising injury."

2. With respect to the insurance afforded to the Additional Insured identified in paragraph 1. above, the following additional provisions apply:

- (a) This insurance applies only with respect to the liability arising out of the ownership, maintenance or use of that part of the premises leased to you.
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
- (d) Coverage provided herein is excess over any other valid and collectible insurance available to the Additional Insured whether the other insurance is primary, excess, contingent or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
- (e) This insurance applies only to the extent permitted by law.

3. This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Insured.

P. Additional Insured - Funding Sources

1. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any Funding Source which requires you in a written contract to name the Funding Source as an additional insured but only with respect to liability arising out of:

- a. your premises; or
- b. "your work" for such additional insured; or
- c. acts or omissions of such additional insured in connection with the general supervision of "your work"

and only to the extent set forth as follows:

- a. The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this Policy and subject to all the terms, conditions and exclusions for this Policy. The Limits of Insurance applicable to the Additional Insured are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.
- b. The insurance afforded to the Additional Insured only applies to the extent permitted by law
- c. 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.
- d. In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

Q. Additional Insureds - By Contract

1. **SECTION II - WHO IS AN INSURED** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

- a. your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the Additional Insured that are subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or
- b. the maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- c. the Additional Insureds financial control of you; or
- d. operations performed by you or on your behalf for which the state or political subdivision has issued a permit

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 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 such additional insured.

With respect to paragraph 1.a. above, a person's or organization's status as an additional insured under this Endorsement ends when:

- (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 for 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.

With respect to paragraph 1.b. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this Endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage."

We have no duty to defend an additional insured under this Endorsement until we receive written notice of a "suit" by the Additional Insured as required in paragraph b. of Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITION.**

- 2. With respect to the insurance provided by this Endorsement, the following are added to paragraph 2. **Exclusions** under **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" that occurs prior to your commencing operations at the location where such "bodily injury" or "property damage" occurs.
- b. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage," or the offense which caused the "personal and advertising injury," involved the rendering of, or failure to render, any professional architectural, engineering or surveying services.

- c. "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 for 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.

d. Any person or organization specifically designated as an additional insured for ongoing operations by a separate additional insured endorsement issued by us and made part of this Policy.

3. 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:

- a. required by the contract or agreement; or
- b. 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.

R. Primary and Non-Contributory Additional Insured Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition 4. Other Insurance of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph a. **Primary Insurance:**

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

- (1) the Additional Insured is a named insured under such other insurance; and
- (2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

b. The following is added to paragraph b. **Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a named insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the Additional Insured has been added as an additional insured on other policies.

S. Additional Insureds - Protection of Your Limits

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

1. The following is added to Condition 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

An additional insured under this Endorsement will as soon as practicable:

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 3, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #20-07 – School on Wheels, Inc. (DeGenna/Ridge)

The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties and to communicate responsibilities of the collaboration. Oxnard School District and School on Wheels Inc. will work together in the 2020-2021 school year to identify and serve homeless children within the school district. School on Wheels Inc. will provide one-on-one tutoring to homeless students during the academic school year. Tutoring may take place on school sites or at local libraries, depending on the needs of the family.

Term of Agreement: July 1, 2020 – June 30, 2021

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #20-07 with School on Wheels, Inc.

ADDITIONAL MATERIALS:

- Attached:** [Agreement-MOU #20-07, School on Wheels \(2 Pages\)](#)
- [HIPPA Form \(1 Page\)](#)
- [Certificate of Insurance \(2 Pages\)](#)

AGREEMENT/MEMORANDUM OF UNDERSTANDING #20-07

School on Wheels, Inc.
and
Oxnard School District

This Memorandum of Understanding (MOU) is entered into by and between School on Wheels, Inc. and the Oxnard School District.

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties and to communicate responsibilities of the collaboration.

Oxnard School District and School on Wheels, Inc. will work together in the 2020-2021 school year to identify and serve homeless children within the school district. School on Wheels, Inc. will provide one-on-one tutoring to students identified as homeless during the academic school year. Tutoring may take place on school sites or at local libraries, depending on the need of the family.

Both organizations will share names of students identified as homeless through such means as school district referrals to School on Wheels, Inc. In order for the two agencies to share student names, a release of information authorization (HIPPA Form-see attached) will be provided to parents for their approval of sharing this information. Through this agreement to release information, the two organizations have the capacity to share students' records including grades and test scores in order for the tutors to support the academic progress of these students.

TERM: The term of this MOU shall commence July 1, 2020 through June 30, 2021.

COMPENSATION: The Oxnard School District **will not be charged for the services** provided by School on Wheels, Inc.

DESCRIPTION OF SERVICES:

A. Oxnard School District agrees to the following:

1. Serve as lead Administrative Agent of all schools.
2. Provide space to accommodate the School on Wheels, Inc. tutors at designated school sites.
3. Refer students through teacher referrals, SST and CST referrals based on the needs of the student. Students may also be referred through the Homeless School District Liaison.
4. The Outreach Specialists and counselors will organize, update and maintain records for all students and provide feedback to teachers.

5. Have HIPPA Release of Information Form signed by parents to share information.

B. School on Wheels, Inc. agrees to the following:

1. Provide trained one-on-one tutors to identified homeless students on the basis of availability of tutors.
2. Work within the time frame appropriate for the school and agreed upon with the Site Administrator, not interrupting instructional time.
3. Follow Oxnard School District HIPPA procedures concerning client confidentiality.
4. Provide individual and group supervision to tutors.
5. Provide school supplies and backpacks upon request of school site.
6. Provide representation at meetings convened by the Oxnard School District to review the program.
7. Be responsible for having all facilitators screened and fingerprinted and testing for TB at their cost prior to beginning the program. School on Wheels, Inc. will be responsible for ensuring that all facilitators sent to the school sites have proper clearance to work with children as well as a cleared TB test.
8. Provide OSD with a certificate of Insurance (General Liability and Workman's Comp) naming the Oxnard School District as "additional insured".
9. All flyers or written information given to parents by School on Wheels, Inc. must include the following statement, "this event is not sponsored or endorsed by the Oxnard School District".

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

AUTHORIZED APPROVAL:

School on Wheels, Inc.:

Oxnard School District:

Signature

Chris Walsh

Typed Name/Title

Date

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Date



OXNARD SCHOOL DISTRICT

1051 SOUTH "A" STREET • OXNARD, CALIFORNIA 93030 • 805/385-1501

AUTHORIZATION FOR DISCLOSURE OF CONFIDENTIAL INFORMATION (HIPAA)

Student Name: _____ Date of Birth: _____

I hereby authorize _____ to

Agency or Individual

exchange educational, medical, and/or psychological information concerning my child with:

Oxnard School District
1051 South A Street
Oxnard CA, 93030

Specific information to be released/obtained:

_____ All educational, medical, and/or psychological information including diagnosis and assessment results (May include documents, records and/or phone conversations)

_____ Only the following records or type of information: _____

_____ Please specify if any information is to be excluded: _____

This disclosure of information authorized is required for the following purpose:

This authorization shall become effective on ___/___/___ and will expire in one year.

A photocopy or facsimile of this form is to be considered as valid as the original.

I have read and understood the following statements about my rights:

- *I may revoke this authorization at any time prior to its expiration date by notifying the providing organization in writing, but the revocation will not extend to information that was already obtained or released prior to the revocation.*
- *I have the right to receive a copy of this authorization as well as the information described on this form.*
- *Under certain circumstances, the information that is used or disclosed pursuant to this authorization may be redisclosed by the receiving entity according to Federal and State law and may no longer be protected. I have the right to seek assurances from the above-named persons/organizations authorized to receive the information that they will not redisclose the information to any other party without my further authorization unless mandated by law.*

Signature _____ Date _____

Parent/Guardian —Please circle relationship to the student



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2020

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. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203	CONTACT NAME: Ellen Karapetyan PHONE (A/C. No. Ext): 818-539.8607 E-MAIL ADDRESS: Ellen_Karapetyan@ajg.com	FAX (A/C. No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED School On Wheels, Inc P.O. Box 23371 Ventura, CA 93002	License#: 0726293 SCHOONW-01	INSURER A : Nonprofits' Insurance Alliance of CA INSURER B : New York Marine And General Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	16608

COVERAGES

CERTIFICATE NUMBER: 1072171096

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		2020-43824	5/11/2020	5/11/2021	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<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			2020-43824	5/11/2020	5/11/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp & Collision \$ 500/\$500
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE 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	N/A	WC201900011630	7/1/2019	7/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			2020-43824	5/11/2020	5/11/2021	Per Claim \$ 1,000,000 Aggregate \$ 2,000,000

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

Nonprofits' Insurance Alliance of CA - A.M. Best #: 011845

Policy: Improper Sexual Conduct Liability
 Policy#: 2020-43824
 Carrier: Nonprofits' Insurance Alliance of CA
 Policy Term: 5/11/2020 To 5/11/2021
 Each Claim: \$1,000,000 / Aggregate: \$1,000,000

See Attached...

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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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED School On Wheels, Inc P.O. Box 23371 Ventura, CA 93002	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy: Liquor Liability
 Policy#: 2020-43824
 Carrier: Nonprofits' Insurance Alliance of CA
 Policy Term: 5/11/2020 To 5/11/2021
 Each Claim: \$1,000,000 / Aggregate: \$1,000,000

Certificate holder is named additional insured with respect to the operations of the named insured. Workers Compensation coverage is evidence only.

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 3, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #20-08 – HopSkipDrive, Inc. (George/Briscoe)

HopSkipDrive, Inc., upon request by the District, will from time to time supplement the district's transportation programs using sedans, mini-vans, and SUV's to assist in transporting McKinney-Vento, special-needs, out of district students, and hard-to-serve trips to and from school.

FISCAL IMPACT:

Not to exceed \$75,000.00 (\$22.00 per hour (Base Rate) and \$2.50 per mile + Ten Cents (\$.10) per Ride California Access for All Fee) – General Fund

RECOMMENDATION:

It is the recommendation of the Director of Transportation, and the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Agreement #20-08 with HopSkipDrive, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-08, HopSkipDrive Inc. \(11 Pages\)](#)
[Overview \(9 Pages\)](#)

OSD AGREEMENT #20-08

HOPSKIPDRIVE, INC.

TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT

THIS TRANSPORTATION COORDINATION LICENSE AND SERVICES AGREEMENT (the “*Agreement*”) is entered into as of July 1, 2020 (the “*Effective Date*”) by and between HOPSKIPDRIVE, INC., a Delaware corporation (the “*Contractor*”), and OXNARD SCHOOL DISTRICT (the “*Organization*”).

1. **Relationship.** During the term of this Agreement, Contractor will provide transportation coordination services (the “*Services*”) to the Organization as described on Exhibit A attached to this Agreement by arranging transportation by HopSkipDrive drivers (“*Drivers*”) for certain riders who attend the Organization. The Organization will use an application, available on a Software-as-a-Service basis, in order to utilize the Services.

2. **Compensation.** As consideration for the Services to be provided by Contractor and other obligations, the Organization shall pay to Contractor the amounts specified in Exhibit B attached to this Agreement at the times specified therein. Amounts required to be paid to Contractor under this Agreement may not include applicable taxes and other surcharges, including applicable charges imposed by a governmental entity. Such taxes and other surcharges, if applicable, will be the responsibility of Organization (except that Organization will not be responsible for any taxes on Contractor's income).

3. **Term and Termination.** The term of this Agreement shall be from the Effective Date until June 30, 2021. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice, provided that such notice period may be shortened with the mutual written consent of the parties. In the event of such termination, Contractor shall be paid the “*Fee*” (as defined below) for any portion of the Services that has been performed prior to the termination.

4. **Independent Contractor.** Contractor’s relationship with the Organization will be that of an independent contractor.

(a) **Method of Provision of Services.** Contractor shall be solely responsible for determining the method, details and means of performing the Services.

(b) **No Benefits.** Contractor acknowledges and agrees that Contractor and its employees, subcontractors or affiliates will not be eligible for any Organization employee benefits and, to the extent Contractors or its employees, subcontractors or affiliates otherwise would be eligible for any Organization employee benefits but for the express terms of this Agreement, Contractor (on behalf of itself and its employees, subcontractors and affiliates) hereby expressly declines to participate in such Organization employee benefits.

(c) **Withholding.** Contractor shall have full responsibility for applicable withholding taxes for all compensation paid to Contractor, its partners, agents or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Contractor’s

business organization and Contractor's partners, agents and employees, including state worker's compensation insurance coverage requirements and any US immigration visa requirements.

5. **Supervision of Contractor Services.** All of the Services to be performed by Contractor will be as agreed to between Contractor and the Organization in writing.

6. **Relationship between the Organization and its Families.**

(a) Contractor shall contact the adult parents and legal guardians of the Organization's riders (each, a "***Family***" and collectively, the "***Families***") regarding any issues that may arise in connection with the Services. In the event of a serious incident in connection with the Services, including without limitation an accident, Contractor shall contact each of the following individuals immediately, in the following order: (i) Oxnard School District Transportation Services at 805-385-1519 immediately prior to contacting the Families.

(b) Organization acknowledges that Contractor's Terms of Use specifically indicates that minors are not permitted to use HopSkipDrive accounts. Organization shall communicate to Families and their riders that minors are not permitted to use the HopSkipDrive app or contact Contractor's Customer Support team to request changes to their rides.

(c) Organization acknowledges and agrees that Contractor may, at Contractor's sole discretion, assess damage fees to Organization for damage to a Driver's vehicle caused by a rider, and Organization agrees to pay such damage fees in accordance with the terms set forth in Exhibit B. Damages include any actual physical damage or professional cleaning required as a result of a rider's actions. The damage fee imposed by Contractor will be based on Contractor's reasonable assessment of the damage.

7. **Authority of Organization to Arrange Transportation.** Organization represents and warrants that it is legally authorized to arrange transportation using Contractor on behalf of the parents and guardians of Organization's riders.

8. **License.** Subject to all limitations and restrictions contained herein, Contractor grants Organization a limited, nonexclusive and nontransferable right to access and operate the object code form of the software made available to Organization on a Software-as-a-Service basis (the "Application"), solely to utilize the Services. In no event will Organization disassemble, decompile, or reverse engineer the Application or permit others to do so. By signing this Agreement, Organization irrevocably acknowledges that, subject to the licenses granted herein, Organization has no ownership interest in the Software or related materials provided to Organization. Contractor will own all right, title, and interest in such Software and related materials, subject to any limitations associated with intellectual property rights of third parties. Contractor reserves all rights not specifically granted herein.

9. **Marketing.** Subject to applicable laws regarding privacy of rider information, Organization grants Contractor the right to publish true and verifiable results of the Services for purposes of marketing material, case studies, responses to requests for proposals, or other promotional and informational material developed by Contractor. "True and verifiable results" include but are not limited to cost savings realized by Organization, the number of riders transported, and the number of rides conducted. True and verifiable

results do not include personal information about riders or families. Organization consents to Contractor's use of Organization's name, logo and/or trademark for any marketing materials that Contractor may disseminate to the public in promotion of Contractor's Services, provided that such use of the Organization's name, logo and/or trademark is solely for purposes of identifying Organization as a user of Contractor's Services.

10. **Liability; Indemnity; Insurance.**

(a) EACH PARTY'S ENTIRE LIABILITY FOR ALL CLAIMS RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF ANY ACTUAL DIRECT DAMAGES INCURRED UP TO THE AMOUNTS PAID FOR THE SERVICE FOR THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM HAS ARISEN, REGARDLESS OF THE BASIS OF THE CLAIM. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE BASIS OF THE CLAIM AND IRRESPECTIVE OF WHETHER SUCH PARTY SHALL HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY THEREOF.

(b) Contractor shall indemnify, defend and hold the Organization harmless from any third party demands, claims or losses, including but not limited to reasonable attorney's fees ("Losses"), to the extent caused by a material breach by Contractor of any of its obligations under this Agreement. Contractor will have no obligation to indemnify, defend and hold harmless to the extent that Losses have been caused by the Organization. Organization shall indemnify, defend and hold Contractor harmless from any third-party Losses, to the extent caused by a material breach by Organization of any of its obligations under this Agreement. Organization will have no obligation to indemnify, defend and hold harmless to the extent that Losses have been caused by Contractor. This provision shall survive the termination or expiration of this Agreement.

(c) Contractor shall maintain minimum required insurance coverage as set forth on Exhibit C. Contractor agrees to furnish Organization with a Certificate of Insurance evidencing such insurance coverage and shall deliver to Organization, within five (5) days of the mutual execution of this Agreement, an endorsement reflecting Organization as an additional insured as to Contractor's policies set forth on Exhibit C.

11. **Conflicts with this Agreement.** Except as set forth in Section 6(b), above, Contractor represents and warrants that neither Contractor nor any of Contractor's partners, employees or agents is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Organization represents and warrants that neither Organization nor any of Organization's partners, employees or agents is under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement.

12. **Miscellaneous.**

(a) **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the parties.

(b) **Sole Agreement.** This Agreement, including the Exhibits hereto, constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof.

(c) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed facsimile, 48 hours after being deposited in the regular mail as certified or registered mail (airmail if sent internationally) with postage prepaid, if such notice is addressed to the party to be notified at such party's address as set forth below, or as subsequently modified by written notice.

To Contractor:

HopSkipDrive, Inc.
1320 E. 7th Street, Suite 200
Los Angeles, CA 90021
Attn: Legal Department
Email: legal@hopskipdrive.com

To Organization:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Lisa A. Franz, Director, Purchasing
Email: lfranz@oxnardsd.org

(d) **Choice of Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws.

(e) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(f) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

(g) **Force Majeure.** Neither the Organization nor Contractor is responsible for any failure to perform its obligations hereunder if it is prevented or delayed in performing those obligations by an event of force majeure, which events shall include without limitation natural disasters, riots, wars, illness of a Driver, a Driver's mechanical problems, or any other similar cause.

(h) **Arbitration.** Any dispute or claim arising out of or in connection with any provision of this Agreement will be finally settled by binding arbitration in Los Angeles, California, in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The arbitrator shall apply California law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

(i) **Publicity.** Contractor shall have the right to publicize that it is a transportation services provider for the Organization.

(j) **Advice of Counsel.** EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[SIGNATURE PAGE FOLLOWS]

The parties have executed this Agreement on the respective dates set forth below.

HOPSKIPDRIVE, INC.

By: _____
Joanna McFarland, CEO

Address: 1320 E. 7th Street,
Suite 200
Los Angeles, CA 90021

Date: _____

OXNARD SCHOOL DISTRICT

By: _____
Lisa A. Franz, Director, Purchasing

Address: Oxnard School District
1051 South A Street
Oxnard, California 93030

Date: _____

EXHIBIT A

DESCRIPTION OF SERVICES

Organization may create an account on Contractor's platform and request rides for Organization's students through such accounts. Contractor shall arrange requested rides with Drivers on an ongoing and as-needed basis. Rides will be completed based on pricing outlined in Exhibit B of this agreement.

Cancellation Policy: Rides cancelled more than eight (8) hours of the pickup time shall result in no charge to Organization. Rides cancelled between one (1) and eight (8) hours of the pickup time shall result in a charge equal to fifty percent (50%) of the estimated ride charge; rides cancelled within one (1) hour of the pickup time shall result in a charge equal to one hundred percent (100%) of the estimated ride charge. This charge is applicable to rides in which the rider is a 'no show' as well as rides cancelled by the ride organizer within the one (1) hour time period. **To ensure that Contractor is notified in the case of any Organization closures or delays, Organization is asked to add Contractor to its emergency contact lists using the following number: (213) 699-3380.**

Organization is encouraged to ensure that riders are at the appropriate pick-up location at the time of pick-up for purposes of rider safety and efficiency in pick-up procedures. When a Driver cannot readily locate a rider, the Driver shall wait up to ten (10) minutes after the scheduled arrival time, provided that such wait is permitted by Organization's pick-up procedures. During that time, the Driver will attempt to contact the Ride Arranger and the rider. If pick-up delays become a consistent challenge, Organization will work with Contractor to update pick-up times. If no remedy can be made through updating pick-up times, Contractor reserves the right to charge Organization \$10.00 per vehicle for wait times that exceed 10 minutes. In all cases, if, after 15 minutes the Driver has not located the Rider, the Driver shall depart and Organization will be charged 100% of the estimated ride charge.

EXHIBIT B

FEE

For Services rendered by Contractor under this Agreement, Organization shall pay Contractor the following fees (collectively, the “*Fee*”) in addition to any damage fees imposed at the sole discretion of Contractor pursuant to Section 6(c) of the Agreement:

- Twenty Two Dollar (\$22) Base Fee + Two Dollars and Fifty Cents (\$2.50) Dollars per Mile + Ten Cents (\$.10) per Ride California Access for All Fee.

Contractor shall provide Organization with an invoice via email to the Director of Transportation at schoolbus@oxnardsd.org, in a format consistent with the following Sample Invoice and Sample Supporting Documentation, within thirty (30) days of the end of each month during which Services were provided. Organization shall pay Contractor within thirty (30) days of Organization’s receipt of such invoice. Any invoice that is not paid within the time set forth herein shall be subject to late fees at the rate of 1.5% per month or the maximum rate permitted by law, whichever is less, and such late fee shall be added to and payable on the overdue amount. Organization shall pay all collection costs, including without limitation reasonable attorney fees actually incurred by Contractor. In addition to any other right or remedy provided by law, Organization’s failure to provide timely payment may be deemed a material breach of this Agreement and Contractor shall be entitled to terminate this Agreement, cease the Services, and seek any and all available legal remedies, notwithstanding the provision of late fees hereunder and without waiving any of its other rights and remedies for such breach. Contractor’s failure to declare any late payment a breach shall not constitute a waiver of Contractor’s rights hereunder to declare any subsequent late payment a breach.

Sample Invoice

HopSkipDrive, Inc.
1933 S. Broadway, Ste. 1144
Los Angeles, CA 90007 US
accounting@hopskipdrive.com
hopskipdrive.com



HopSkipDrive

Invoice

BILL TO
ABC School District
123 Fake St.
Los Angeles, CA 90007

INVOICE # 1957
DATE 04/01/2019
DUE DATE 05/01/2019
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
4031.2 B2B Base plus miles Completed Trips Base plus miles Completed Trips	4	31.0925	124.37
4032.2 B2B Base plus miles Cancelled Trips Base plus miles Cancelled Trips	2	12.83	25.66

To pay your invoice by credit card or free bank transfer click "Review and Pay" on the invoice then click "Pay Now".

BALANCE DUE

\$150.03

You can also pay via Bill.com at <https://app.bill.com/Login>.
(Payment Network ID 0160726151291838)

SAMPLE

Sample Invoice Supporting Documentation

Organizer Invoice 1957 Account #12345

April 1, 2019 to April 30, 2019

ABC School District

123 Fake St., Los Angeles, CA, 90007 USA

Invoice Total: \$150.03

Scheduled Start	Trip ID	Trip State	Origin Address	Destination Address	Passengers or Cancelled Passengers	Est. Miles	Total Due
4/29/2019 12:15:00 PM	148919E	cancelled	123 Fake St. Los Angeles, CA 90007 USA	456 ABC St. Sherman Oaks, CA 91403 USA	Passenger Four	9.23	\$12.52
4/29/2019 10:30:00 AM	148919B	cancelled	789 Test St. Sherman Oaks, CA 91403 USA	123 Fake St. Los Angeles, CA 90007 USA	Passenger One Passenger Three	7.81	\$13.14
4/10/2019 2:15:00 PM	144950C	complete	789 Test St. Sherman Oaks, CA 91403 USA	456 ABC St. Sherman Oaks, CA 91403 USA	Passenger One Passenger Two	7.70	\$33.05
4/10/2019 10:15:00 AM	144949E	complete	456 ABC St. Sherman Oaks, CA 91403 USA	123 Fake St. Los Angeles, CA 90007 USA	Passenger Four Passenger Three	7.81	\$32.76
4/4/2019 12:30:00 PM	143751E	complete	123 Fake St. Los Angeles, CA 90007 USA	456 ABC St. Sherman Oaks, CA 91403 USA	Passenger Two Passenger Four	9.23	\$25.58
4/4/2019 9:15:00 AM	143749B	complete	789 Test St. Sherman Oaks, CA 91403 USA	123 Fake St. Los Angeles, CA 90007 USA	Passenger Three Passenger One	7.81	\$32.98
Grand Total						49.59	\$150.03

EXHIBIT C

MINIMUM INSURANCE COVERAGE

Contractor Minimum Insurance:

Automobile Liability: \$1,000,000 single limit/\$1,000,000 UM/UIM

General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate

Sexual Misconduct: \$1,000,000 limit/\$2,000,000 aggregate

Employer's Liability: \$2,000,000




HopSkipDrive

HopSkipDrive is a transportation solution whose mission is to improve youth access to opportunity through mobility. We accomplish this mission by offering schools, districts, county agencies and nonprofits a safe, flexible and reliable complement to traditional (but sometimes inflexible) systems and fleets.

But no matter our growth, we will never compromise in our founding commitment to safety and quality of service.

What makes HopSkipDrive different?

All drivers are handpicked
by picky moms



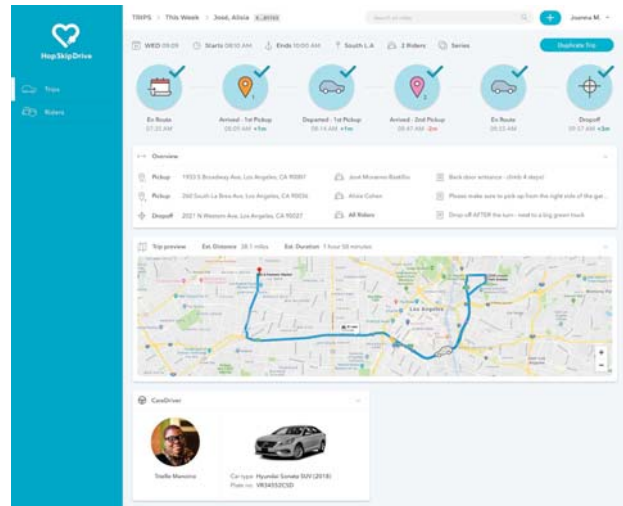
Sue McDonald
2012 Honda Civic - Blue

Hi! My name is Sue! My childcare experience includes taking care of my niece for my sister, babysitting and 2 years as a Physical Education teacher at Dixie Valley Elementary School. I enjoy working with children and I can't wait to get your precious cargo where they

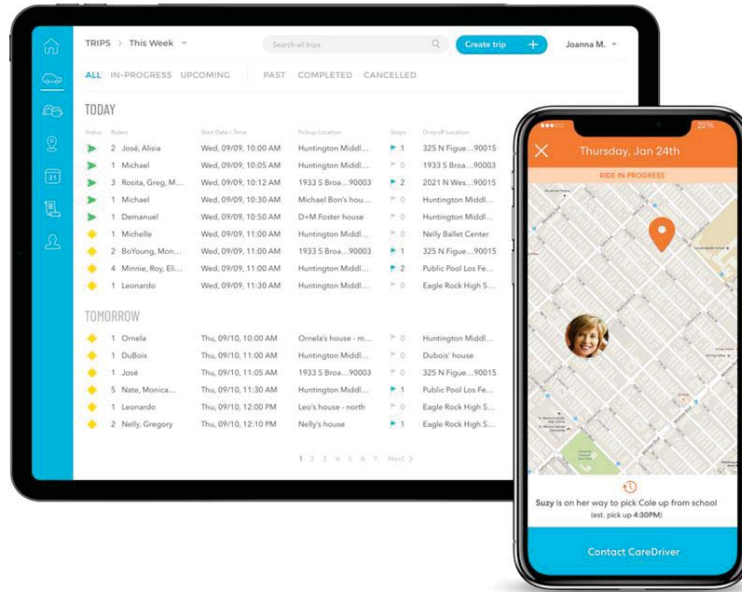
Even in the relatively new world of alternative K-12 transportation, you have choices. Why choose HopSkipDrive? Here are some of the key reasons our district clients trust us to deliver:

➤ **CareDriver Selection.** CareDrivers applying to work on the HopSkipDrive platform must have at least 5 years of caregiving experience, and must complete a 15-point certification process that includes fingerprinting and the most selective background check regimen of any transportation network carrier. We continue to monitor criminal and driving records of those who pass this rigorous process.

- **Safety, Beyond the Checklist.** We believe that safety is about more than checking the box. Rather, our safety program is holistic, with protection built into every aspect of every trip. Before each trip, the organizer receives a photo profile of the assigned CareDriver, which can be shared with the child. At pickup, the CareDriver recites the child’s secret code word so the child knows it’s safe to come aboard; the child provides their birthday so the driver knows they’ve got the right rider. During the trip, organizers can track progress. All these factors unite to provide the safest ride a child can have outside of a yellow bus.



- **Safe Ride Support.** Before, during and after every trip, our Safe Ride Support team monitors the trip in real time. Safe Ride Support serves as our “Ground Traffic Control” and ensures that every ride is delivered safely and with excellence.
- **Flexibility.** Increasingly specialized education means increasingly specialized pupil transportation needs; one size no longer fits all. While sedans will never replace the venerated yellow bus, they are uniquely nimble and cost-efficient when it comes to non-routine use cases like students with IEPs, school-of-origin trips (McKinney-Vento and ESSA/foster), school choice placements, students with behavioral problems or sensitivities, bullying, work study/CTE, NPS transportation, and more. HopSkipDrive shoulders your district’s most challenging trips and enables your fleet operation to stay efficient and focused on core, high-capacity routes.
- **Raving Fan Service.** HopSkipDrive guarantees 100% of school rides, which means you never need to worry about driver supply. We assign each district a dedicated Client Success Representative, so you’ll always know who to call in a pinch. Even if you can’t monitor every single trip, our Safe Ride Support team will. And since we earn your ridership every single day, we’ll never charge you a “contracted minimum” or other fee for not using HopSkipDrive.



- **Simple, Powerful Technology.** We believe that districts should be able to arrange student transportation quickly and intuitively without picking up a phone. You can access the HopSkipDrive platform online to book, edit, or cancel trips in just a few clicks. We also use technology to enhance safety; Zendrive-powered software on CareDriver smartphones detects behaviors that may increase collision risk (device usage, speeding, rapid acceleration, rapid braking, rapid cornering) and transmits them to HopSkipDrive. CareDriver awareness of their own behavior and scores has made our platform safer; recent data indicates that CareDrivers use their mobile phones 8 times less than the national average while behind the wheel.

Security and Safety

Drivers

What is a CareDriver?

CareDrivers on the HopSkipDrive platform are independent contractors who provide their own vehicles. CareDrivers are called such not only because they have caregiving experience, but because they are called to provide a quality of care both appropriate and necessary for children, something that taxis and most rideshare companies cannot provide.

Screening & Selecting Drivers

All CareDrivers on our platform must pass a highly selective 15-point certification process before they are certified to claim rides and start driving. Only the most qualified individuals satisfy all requirements and go on to drive on the platform.

The HopSkipDrive team screens every applicant in person. Every CareDriver on our platform must have at least five (5) years of caregiving experience, which may include working in a school, day care or aftercare program, working as a caregiver or nanny or serving as a family member's primary caregiver. Complete CareDriver requirements are as follows:

- Age 23 or older
- Minimum of five (5) years caregiving experience
- Fingerprint background check against FBI database
- Criminal background check against national criminal, global watch, and sex offender databases
- Valid driver's license
- Upfront and ongoing DMV record checks
- Owns or leases a 4-door vehicle not more than ten (10) years old with seating for 4-7 passengers
- Passes 19-point vehicle inspection by a certified mechanic
- Has personal auto coverage that meets or exceeds state-required limits
- In-person meeting with HopSkipDrive team
- In-person CareDriver orientation
- Adopts the HopSkipDrive rules of conduct
- Adopts zero-tolerance policy for smoking, drugs, or alcohol while driving
- Adopts zero-tolerance policy for illegal electronic mobile device usage

In addition to rigorous applicant screening, HopSkipDrive invests in predictive tools and technology to identify and recruit CareDrivers who are more likely to claim rides, drive frequently and accrue experience that will make them safer and more dependable.



Driver Onboarding

CareDriver onboarding covers the topics needed for an experienced caregiver to become a high-quality CareDriver and to deliver the HopSkipDrive experience safely and predictably with every ride.

- Safety Essentials
 - Safe driving policies, procedures and requirements
 - Rider privacy (e.g., no physical contact, no photo/video)
 - Seatbelt usage
 - Devices and other distractions
 - Multi-factor rider identification (photo, birthday, password)
 - Emergency protocols
- Procedures
 - Accepting ride assignments in the HopSkipDrive app
 - Rider departure confirmation
 - Pickup & drop-off
 - Communication with HopSkipDrive before, during and after the ride

- Prohibited Behaviors
 - Smoking, alcohol and drugs
 - Eating or drinking while driving
 - Device use while driving
 - Double parking
- Sensitivity coaching
 - Limited mobility and/or special needs
 - Mandated reporter training
 - Trauma-informed care

Vehicles

In accordance with PUC requirements, HopSkipDrive requires that a certified mechanic inspect each CareDriver's vehicle, both initially and annually thereafter. CareDrivers who do not maintain vehicles in good mechanical and safe operating condition are removed from the platform. HopSkipDrive monitors compliance using its online workflow and database system. The 19-point vehicle inspection covers:

- Foot brakes
- Emergency brakes
- Steering mechanism
- Windshield
- Rear window & other glass
- Windshield wipers
- Headlights
- Tail lights
- Turn indicator lights
- Stop lights
- Front seat adjustment mechanism
- Doors (open, close, lock)
- Horn
- Speedometer
- Bumper
- Muffler and exhaust system
- Condition of tires, including tread depth
- Interior and exterior rear-view mirrors

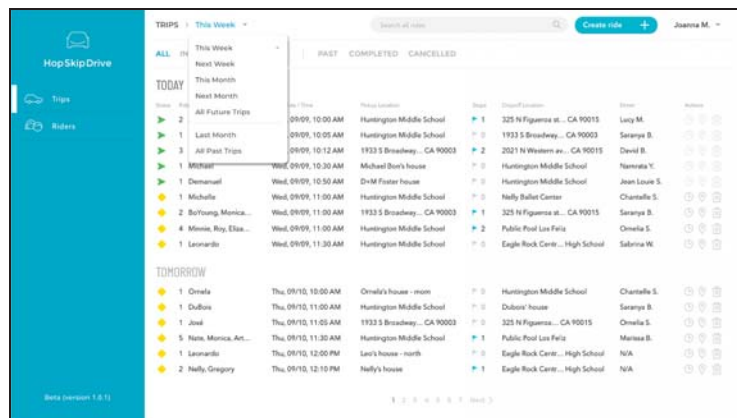
No vehicle may participate in the HopSkipDrive program without first passing a visual inspection by a member of the HopSkipDrive operations team to check for cleanliness, dents and scrapes. After the initial inspection, CareDrivers are encouraged to do a visual inspection of their vehicle every day.

Visibility

HopSkipDrive works hard to understand what clients need to know and when they need to know it, surfacing information when it is most needed and relevant. We believe that *in-transit* should never mean *invisible* when it comes to student transportation. While driver and vehicle standards create the conditions for measurably safe outcomes, we understand visibility's impact on the perception of safety, which in turn provides parents, guardians, administrators, drivers and riders with peace of mind. As such, HopSkipDrive allows responsible adults to track student rides from start to finish with real-time ride monitoring.

Online Booking and Ride Monitoring

In April 2019, HopSkipDrive introduced its brand new client platform. Purpose built for schools and districts, this platform enables ride organizers to book, review, edit or cancel trips easily without picking up a phone. Organizers have complete visibility into the profile of any CareDriver matched to any ride (including photo, bio and rating) and receive alerts when riders are picked up and dropped off.



Clients can also view reports on all completed or cancelled rides, including distance traveled, cost and on-time performance.

GPS and Driver Behavior Monitoring

While GPS is a nearly ubiquitous tool in transportation, we believe it's how GPS is used that makes all the difference.

HopSkipDrive uses GPS not only to ensure that parents and school professionals know where students are in transit, but so our Safe Ride Support team knows, too. Our Safe Ride Support Specialists know who's in transit, where they are and what known road and traffic conditions might impact a safe, on-time arrival. When they engage with a driver to assist, it's often to prevent incidents proactively rather than react to them.

The HopSkipDrive CareDriver app also generates and transmits data and analytics on all-important driver behaviors. Specifically, we measure the five behaviors most closely correlated with collisions: speeding, hard braking, hard turning, rapid acceleration, and device usage. This data helps us coach CareDrivers to cultivate safer driving habits.

Insurance Coverage

Accidents happen. In addition to minimum insurance requirements for CareDrivers on our platform, HopSkipDrive carries the following coverage:

- General liability \$1 million per occurrence, \$2 million aggregate
- Umbrella liability excess up to \$5 million if needed
- Sexual molestation \$1 million per occurrence/aggregate
- Cyber and professional, \$2 million per occurrence/aggregate
- Transportation Network Company auto liability \$1 million per occurrence/aggregate
- Workers comp \$1 million per occurrence/aggregate

How to Use HopSkipDrive

Booking Rides

On our onboarding call with you and your team, HopSkipDrive will show you how to add student riders to your HopSkipDrive account. Once entered, booking trips for those students in the platform is a snap. You can book trips as you need them (ideally 24 hours in advance) or book recurring trips you know you're going to need, as far in advance as you'd like.

Important Instructions

You'll provide clear, detailed pickup instructions for each ride. Often, naming a conspicuous meeting place will set the stage for a smooth pickup. Likewise, you'll provide clear and detailed drop-off instructions for each ride. If the CareDriver must walk a rider into a drop-off location, sign in a rider in the morning or sign one out in the afternoon or evening, we make it easy to communicate those requests and are glad to accommodate them.

Meet Your CareDriver

Once a CareDriver claims the ride you've requested, you will receive a photo profile of the CareDriver that includes a rating, a brief driver bio, his or her vehicle make, model and license plate number.

Parent Contact(s) and Emergencies

If the parent's cell phone number is in the rider's emergency contact on the rider profile, the parent of the rider will receive texts about the ride in progress. Parents will receive texts when the driver has arrived, when the rider and driver have departed, and when the ride is complete.

In the event of an unexpected emergency, HopSkipDrive Customer Support will place the first call to the organizer of the ride. If they are not reachable, the CareDriver will try the emergency contacts for the rider(s) involved.

Customer Service

HopSkipDrive's Community Support Team, which works directly alongside our Safe Ride Support team, handles troubleshooting, questions about specific rides, manual edits and cancellations and other matters in the normal course of operation. Each account has an assigned, dedicated Client Success Representative, which means you'll always know who to call in a pinch.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 3, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #20-09, CAFE 2-Inspire Program (DeGenna/Batista)

The CAFE 2-Inspire Program will provide Professional Development services to parents in the Oxnard School District during the 2020-2021 school year.

FISCAL IMPACT:

Not to exceed \$33,500.00 - S/C Funds

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-09 with the CAFE 2-Inspire Program.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-09, CAFE 2-Inspire Program \(3 Pages\)](#)
[Certificate of Insurance \(14 Pages\)](#)



California Association for Bilingual Education

20888 Amar Rd, Walnut, CA 91789 Tel (626) 814-4441 Fax (626) 814-4640 info@gocabe.org www.gocabe.org

March 27, 2020

CABE welcomes the opportunity to work with Oxnard School District to offer our Family, School, Community Engagement program. Our program builds the capacity of schools to meaningfully engage parents in their children’s education, with the outcome being increased student achievement.

The CABE 2-INSPIRE Program works with parents to increase their knowledge about schooling to ensure that parents have vital information about high-quality educational options for their children (especially those traditionally underserved and/or attending Program Improvement schools). The Project 2-INSPIRE curriculum informs parents of their role in their children’s education, works with parents so they learn how to work with the information acquired and develop parent leadership skills to ensure their participation and collaboration as part of the school community.

All three levels of the program share the same objective and goal: To increase parental engagement in their child’s learning at home, school, and/or community; and thereby increase their child's academic achievement. However, each of the levels differs markedly in their approach, strategies, methods, activities, and outcomes for parents and their children.

Level 1- Awareness Level –This level has strong coverage of basic content and skill development delivered through traditional presenter-centered workshop format. The outcome is increased parent knowledge.

Level 2 – Mastery Level (comprised of 12 modules and available to schools and districts participating in the research study) - This participant-centered intensive training is provided at the school with on-going follow-up coaching and mentoring to accomplish two things: First, to help parents, teachers and administrators from the same school apply what they are learning to develop and implement individual action plans; and second, to help parents, teachers, and administrators in the same school develop the skills needed to work together as an effective Family-School-Community collaboration team. These efforts are clearly linked to specific student academic performance standards.

Level 3 – Expert Level (comprised of 16 modules and available to schools and districts participating in the research study) Trainer of Trainers, builds upon the knowledge and skills developed in Level 2 training in two ways: more in–depth coverage of the topics and issues covered; and, development of specific leadership skills, e.g., outreach, group process and facilitation skills to work with diverse communities, as well as how to engage diverse communities in a collaborative strategic planning process for providing children with quality teaching and learning at home, school, and community. This level provides parents with optimal on-going coaching and feedback as well as opportunities to “practice” teaching of the program modules to other parents.

All three levels are designed to provide parents with a strong awareness of California's school accountability system, academic content and performance standards, standards-based report cards, assessment, public school choice options, and supplemental service providers, in addition to topics identified by parents (e.g., home learning activities, early childhood education, beyond high school opportunities).

The parent engagement program will be offered at your facility to up to 30 parents attending. We encourage you and any teachers from the site to also participate in the program so you have an understanding of what the parents are learning and how you can work together as a team.

In order to facilitate communication and schedule the parent engagement program at your school, we suggest appointing one person to whom we can contact to facilitate conducting the parent outreach and training. This person will have the authority to immediately respond to our requests for meeting space and parent outreach information.

The following is our overall schedule of proposed activities.

1. Approval of Work Proposal and signed District Contract
2. Submit a signed copy to CUBE along with PO
3. Site agrees to provide LCD Projector and Screen
4. Meeting with school community to outline program, goals and outcomes
5. Orientation meeting for parents and teachers
6. Schedule parent workshops
7. Conduct meetings according to the approved schedule (weekly, biweekly or monthly workshops for parents)

We will be available to work with your school and help you establish a timeline for the services. Thank you again for this opportunity to work with you on this program to effectively engage parents and raise student achievement at your school.

Respectfully,



Jan Gustafson
CUBE Chief Executive Officer

**SCOPE OF WORK PROPOSAL
CABE PROJECT 2-INSPIRE FAMILY, SCHOOL, COMMUNITY ENGAGEMENT PROGRAM**

CABE parent specialists will conduct a series of (16) Spanish 3-hour Expert Level parent leadership development sessions using the Project 2-INSPIRE Level 3 Curriculum for a maximum capacity of 30 parents, as well as two cohorts of a series of (12) Spanish 3-hour Mastery Level parent leadership development sessions using the Project 2-INSPIRE Level 2 Curriculum for a maximum capacity of 30 parents, \$175.00 for each additional attendee. These sessions will be scheduled per a timeline approved by designated site staff and CABE's Parents Specialists availability. The CABE parent specialist will work with the contact to ensure that all activities are completed and conducted in the best possible manner. This site person will provide all relevant information so that the program is carried out as designed to ensure positive outcomes for parents, students, and the school community.

The following services will be available:

1. Conduct 16 Level 3, 3-hour parent engagement sessions according to the approved schedule at the District Level (weekly, biweekly or monthly): 30 Parents at District Office
2. Conduct (2) 12 Level 2, 3-hour parent engagement sessions according to the approved schedule at the District Level (weekly, biweekly or monthly).

Payments will be made in the following manner:

- At contract signing, half of the total fees will be due
- **TOTAL \$12,500+ \$10,500+\$10,500=\$33,500**
- A signed copy of the proposal along with a PO needs to be submitted to CABE
- Checks will be made payable to the California Association for Bilingual Education.

We will schedule the work for this project upon acceptance of this proposal, a signed district contract, and will deliver the program based on your approved schedule for you.

CABE CEO



California Association for Bilingual Education

20888 Amar Rd
Walnut, CA 91789

March 27, 2020

Tax ID #:953151449

DIRECTOR, PURCHASING

Oxnard School District

1051 South A. St.
Oxnard, CA 93093

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2019

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. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203 License#: 0726293 CALIASS-06	CONTACT NAME: Brenda Aldape PHONE (A/C, No, Ext): 818-539-8602 E-MAIL ADDRESS: Brenda_Aldape@ajg.com	FAX (A/C, No): 818-539-8702	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED California Association for Bilingual Education 20888 Amar Road Walnut, CA 91789	INSURER A: Philadelphia Indemnity Insurance Company		18058
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1006339320

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PHPK2067958	12/1/2019	12/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2067958	12/1/2019	12/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp & Collision \$ 100/\$1,000
A	<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			PHUB702485	12/1/2019	12/1/2020	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	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHPK2067958	12/1/2019	12/1/2020	Per Claim \$1,000,000 Aggregate \$3,000,000

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

Policy: Sexual/Physical Abuse or Molestation Liability
 Policy#: PHPK2067958
 Carrier: Philadelphia Indemnity Insurance Company
 Policy Term: 12/1/2019 To 12/1/2020
 Per Claim: \$1,000,000 / Aggregate: \$1,000,000

RE: Project 2INSPIRE Family Engagement Workshop; August 21, 28, Sept 4, 11, 18, 25, Oct 2, 9, 16, 23, 30, Nov 6, 13, 27, Dec 4, 11, 18 2019, Jan 15, 22, See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District
 1051 South A St
 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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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED California Association for Bilingual Education 20888 Amar Road Walnut, CA 91789	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

29, Feb 5, 12, 19, 26, March 4, 11, 18, 25, April 1, 15, 22, 29, May 6, 13, 20, 27, June 3 2020.

Oxnard School District is named additional insured with respect to the operations of the named insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

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, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate “violation(s)” by any insured.

- b. **Criminal Acts**

Any “violation” which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”
- b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.
- c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

- 1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.”

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. **Funding Source** – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person’s or organization’s status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor’s premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, 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 when required by a contract.

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:

- (a) 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
- (b) 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.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the “occurrence” or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or “suit” is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 3, 2020

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #20-12, LingPerfect Translations, Inc. (DeGenna/Batista)

LingPerfect Translations, Inc. will provide over-the-phone Translation/Interpreting services as needed during the 2020-2021 school year.

Term of Agreement: July 1, 2020 – June 30, 2021

FISCAL IMPACT:

Not to exceed \$1,500.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Director, English Learner Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-12 with LingPerfect Translations, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-12, LingPerfect Translations Inc. \(5 Pages\)](#)
[Proposal - LingPerfect Translations Inc. \(9 Pages\)](#)
[Certificate of Insurance \(3 Pages\)](#)

OSD AGREEMENT #20-12

AGREEMENT FOR OVER-THE-PHONE INTERPRETATION SERVICES

THIS AGREEMENT (“Agreement”), effective as of 7/1/2020 (“Effective Date”) is made by and between **OXNARD SCHOOL DISTRICT** with its headquarters at 1051 South A Street, Oxnard, CA 93030 (“OXNARD SCHOOL DISTRICT ”), and **LingPerfect™ Translations, Inc.** with its headquarters at 1110 Brickell Av. Suite 430-K25, Miami, FL 33131 (“**LingPerfect**”).

For and in consideration of the mutual promises and covenants set forth herein, OXNARD SCHOOL DISTRICT and LingPerfect agree as follows:

WHEREAS, LingPerfect is a Language Services Provider.

WHEREAS, OXNARD SCHOOL DISTRICT desires to contract with LingPerfect for certain interpreter services on an as-needed basis upon the terms and conditions detailed herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Covered Services.

Pursuant to this Agreement, OXNARD SCHOOL DISTRICT shall be able to request and LingPerfect shall provide, in accordance with the terms herein, uninterrupted telephone interpretation service 24-hours-a-day / 365 days-a-year / 7 days-a-week; otherwise known as over-the-phone interpretation services (collectively, “**OPI**”).

a. Included features:

- On-demand interpretation via phone
- Dedicated toll-free number
- Access codes
- Ability to capture call detail
- 24 / 7 live customer service and technical support
- Medically and legally certified interpreters available in just seconds
- HIPAA, HITECH, CMS and Joint Commission compliant

2. Source of Services/Subcontracting.

Services shall be performed by freelance linguists who work as independent contractors for LingPerfect (“**Interpreters**”); provided, however, some OPI calls may be performed by persons employed by or contracting with third-party service providers.

3. Term and Termination.

- a. The term of this agreement shall be for (1) one year from the effective date. Subject to Section 2.b below, either party may terminate this Agreement on thirty (30) days’ written notice at any time during the Term. OXNARD SCHOOL DISTRICT may terminate this Agreement immediately on written notice to LingPerfect if LingPerfect breaches any provision of this Agreement.
- b. Either party may terminate this Agreement immediately on written notice to the other party, if the other party (i) ceases to actively conduct its business (ii) files a voluntary petition for

bankruptcy or has filed against it an involuntary petition for bankruptcy, (iii) makes a general assignment for the benefit of its creditors, or (iv) applies for the appointment of a receiver or trustee for substantially all of its property or assets or permits the appointment of any such receiver or trustee. OXNARD SCHOOL DISTRICT can terminate this agreement immediately upon written notice if OXNARD SCHOOL DISTRICT 's financial obligations to LingPerfect are the subject of a garnishment.

4. **Representations and Warranties.** LingPerfect represents and warrants to OXNARD SCHOOL DISTRICT that the following statements are true and will be true throughout the duration of the Agreement:

- a. **Organization of LingPerfect.** LingPerfect is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation.
- b. **Authorization/Freedom to Enter into Agreement:** LingPerfect has the full capacity, right, power, and authority to execute and perform this Agreement.
- c. **Compliance with Laws.** LingPerfect shall comply with all laws (including Common laws), ordinances, codes, rules and regulations (collectively, "Laws") regarding the Services and Deliverables, and LingPerfect's obligations and performance under this Agreement.
- d. **Merchantability, Fitness, Conformance.** The Services and Deliverables provided by LingPerfect shall (i) be provided in a professional and workman-like manner; (ii) be performed by properly-trained and competent personnel who hold current licenses or certifications if required to be so licensed or certified by applicable law or industry standard; (iii) meet or exceed all industry standards applicable to the Services; and (iv) be in compliance in all respects with all specifications, performance standards, or descriptions furnished, specified or adopted by OXNARD SCHOOL DISTRICT .
- e. **Proprietary Rights.** The Services and Deliverables do not infringe upon or violate any patent, trademark, copyright or other proprietary rights of any third party.
- f. **OXNARD SCHOOL DISTRICT Records.** LingPerfect (i) shall use any records, materials, data, and/or other information provided or made available by OXNARD SCHOOL DISTRICT or collected while providing the Services in connection with this Agreement (collectively, the "OXNARD SCHOOL DISTRICT Records"), including any records, materials, data and/or information derived from the OXNARD SCHOOL DISTRICT Records and any aggregated information contained within OXNARD SCHOOL DISTRICT Records, solely for the purpose(s) set forth in this Agreement or as agreed upon by the parties in writing; (ii) shall not authorize or permit any disclosure of OXNARD SCHOOL DISTRICT Records by LingPerfect except as set forth in this Agreement or as agreed upon by the parties in writing; (iii) shall securely return or destroy, as determined by OXNARD SCHOOL DISTRICT , the applicable OXNARD SCHOOL DISTRICT Records, including any copies, immediately upon the termination or expiration of this Agreement, and shall not retain any information from the OXNARD SCHOOL DISTRICT Records; and (iv) shall not copy, duplicate or otherwise reproduce in any manner the OXNARD SCHOOL DISTRICT Records or any portion of the information contained in or derived from the OXNARD SCHOOL DISTRICT Records except as set forth in this Agreement or as agreed upon by the parties in writing. As between LingPerfect and OXNARD SCHOOL DISTRICT, OXNARD SCHOOL DISTRICT owns all right, title and interest in and to the OXNARD SCHOOL DISTRICT Records. OXNARD SCHOOL DISTRICT Records shall be deemed the Confidential Information of OXNARD SCHOOL DISTRICT. Other than for purposes of performing under this Agreement, LingPerfect shall not aggregate, reverse-compile or reverse engineer any OXNARD SCHOOL DISTRICT Records, even if such aggregation, collection or data manipulation is anonymous or shall be used for statistical purposes or otherwise.

5. **Indemnification.**

- a. LingPerfect shall defend, indemnify and hold harmless OXNARD SCHOOL DISTRICT , its affiliates, and their respective directors, officers, shareholders, employees, contractors and agents (collectively, the "OXNARD SCHOOL DISTRICT Parties") from and against any liabilities, losses, investigations or inquiries, claims, suits, damages, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) (each, a "Claim") arising out of or otherwise relating to LingPerfect's performance or failure to perform as required by this Agreement, LingPerfect's acts or omissions, or any of LingPerfect's representations or warranties contained in this Agreement.
- b. OXNARD SCHOOL DISTRICT shall defend, indemnify and hold harmless LingPerfect from and against any liabilities, losses, claims, suits, damages, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) (each, a "Claim") arising out of or otherwise relating to (a) material or information supplied by OXNARD SCHOOL DISTRICT pursuant to this Agreement when such material or information is used as directed by OXNARD SCHOOL DISTRICT ; (b) OXNARD SCHOOL DISTRICT trademarks, trade dress or other intellectual property (except patents) provided by OXNARD SCHOOL DISTRICT (the "Intellectual Property") infringing any intellectual property rights of a third party when such Intellectual Property is used as directed by OXNARD SCHOOL DISTRICT ; or (c) OXNARD SCHOOL DISTRICT 's breach or alleged breach of this Agreement.

6. **Notices.** Except as otherwise provided in this Agreement, each party giving any notice required under this Agreement shall be in writing and may be transmitted via email with a read receipt in accordance with the regular method of communication between the parties. Alternatively, each party may elect to use one of the following methods of delivery: (a) US-recognized overnight courier, with such notice effective at the time delivery is shown in the courier's records; (b) postage prepaid by US registered or certified mail, return receipt requested, with such notice effective upon receipt or upon the date that delivery is attempted and refused; or (c) delivered personally, with such notice effective upon delivery. Either party may designate another notice address in a notice given pursuant to this section. The proper notice address for each party shall be as listed below:

OXNARD SCHOOL DISTRICT
1051 South A Street,
Oxnard, CA 93030
ATTN: Dr. Marlene Batista
Email: mbatista@oxnardsd.org

LingPerfect™ Translations Inc.
1110 Brickell Av., Suite 430-K25
Miami, FL 33131
ATTN: Vanessa Herrera B.
Email: vherrera@lingperfect.com

7. **Governing Law and Venue.** The laws of the State of Florida, without regard to Florida's choice-of-law principles, govern all matters arising out of or related to this Agreement. The parties agree that the exclusive forum and venue for any legal action arising out of or related to this Agreement shall be the United States

8. **Entire Agreement.**

- a. This Agreement, including all exhibits, schedules, and other attachments to this Agreement as well as documents specifically referenced in this Agreement, constitute the entire expression of the parties' agreement with regard to the subject matter of this Agreement. All prior and contemporaneous negotiations and agreements between the parties with regard to the subject matter of this Agreement are expressly superseded by this Agreement.

- b. This Agreement is effective as of the Effective Date set forth in the first paragraph above. In the event the Effective Date is left blank, the Effective Date of this Agreement will be deemed to be the earlier of the date this Agreement is signed by both parties or the first date on which services contemplated by this Agreement are performed and/or provided by LingPerfect.
- c. In signing this Agreement below, each party agrees to the terms and conditions of this Agreement and acknowledges the existence of consideration to make this Agreement a valid and binding legal obligation.

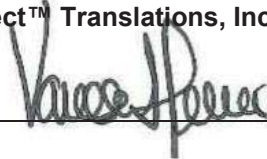
9. **Pricing.**

- a. Any active account not reaching a minimum of 50 minutes per month will have a \$25 minimum monthly service fee applied.
- b. All scheduled calls require a sixty (60) minute minimum and twenty-four (24) hours' notice of cancellation;
- c. Scheduled calls reserved for more than 60 minutes, started late or no-shows are billable for the total time booked.
- d. Each Third-Party call will incur an additional charge of Fifteen cents (\$0.15) per minute;
- e. Each call (including Third Party) placed internationally will incur an additional charge as per carriers' published pricing;
- f. Per minute rates:

Tiered Pricing	Spanish (per minute)	All other languages (per minute)
0 - 50 mins./month	\$25.00 Minimum fee	
51 - 5,000 mins./month (Base rate)	\$2.00	\$2.50
5,001 - 10,000 mins./month	\$1.75	\$2.25
10,001 - 20,000 mins./month	\$1.50	\$2.00
20,001+ mins./month	\$1.25	\$1.75
3rd Party call	+\$0.15	+\$0.15
3rd Party call (International)	Additional charge as per carriers' published pricing	

OXNARD SCHOOL DISTRICT, INC.

LingPerfect™ Translations, Inc.



Name: Lisa A. Franz

Name: Vanessa Herrera B.

Title: Director, Purchasing

Title: Director of Strategic Accounts

Date: _____

Date: 03/26/2020

Confidentiality Notice: This document is confidential and contains proprietary information and intellectual property of LingPerfect™ Translations, Inc. Neither this document nor any of the information contained herein may be reproduced or disclosed under any circumstances without the express written permission of LingPerfect™ Translations, Inc. Please be aware that disclosure, copying, distribution or use of this document and the information contained therein is strictly prohibited.

Proposal for Over the Phone
Interpretation (OPI) Services

Prepared by
LingPerfect Translations, Inc.:



Prepared for:



LingPerfect DUNS number: 078727049
LingPerfect GSA contract number: GS00F085DA

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Executive Summary

Erica Murillo de Jeronimo
Oxnard School District

March 26, 2020

Dear Erica,

Thank you for providing LingPerfect with this opportunity to present itself as a language translation and Interpretations services partner to **Oxnard School District**.

For more than 10 years, LingPerfect has delivered innovative business solutions that **boost efficiency and value** for our clients across our service offerings supply chain. LingPerfect has a vast network of resources which exceeds 10,000 professional translators and interpreters in the US and across the globe. We employ leading-edge technology and best practices to implement solutions that improve communication among all of a client's key stakeholders.

Since its inception, LingPerfect has been a trusted partner to US Government and Commercial entities. Throughout this time, LingPerfect has consistently demonstrated a superior level of attention to detail, flexibility in working with our clients to exceed their expectations and providing innovative solutions. Today, **Oxnard School District** is seeking a partner who can help them with phone interpretation into **Multiple Languages**.

At LingPerfect, we have the resources, attitude, services and approach to form a mutually beneficial partnership with Oxnard School District. Should you require additional information or clarification for any of our responses, please do not hesitate to contact us.

We look forward to any feedback you may have, and thank you again for this opportunity.

Cordially,

Vanessa Herrera B.

Director of Strategic Accounts
LingPerfect Translations, Inc.
1110 Brickell Av. Suite 430-K25,
Miami, FL. 33131
Phone: +1-929-200-1015
vherrera@LingPerfect.com
www.LingPerfect.com

LingPerfect at a glance

LingPerfect is an international language service provider that helps businesses to achieve maximum returns on their localization investment by delivering quality driven language expertise in over 150 languages. Thanks to our unique blend of employees and linguists, processes, and customer service, even the most technically and linguistically complex content can be translated into a multitude of languages effectively and efficiently.

We understand that translations are a major investment for our clients; therefore we deliver the highest value through quality translations in a timely manner. We create tailored localization solutions through clear, client-focused communications and a multilevel Quality Assurance process, guaranteeing each project has optimal results. Our experience, competitive pricing and use of the most efficient technologies allow us to build long-term partnerships with our clients.

LingDirector, our project management and translation management system, stored in the US-based Microsoft server room, allows for easy user functionality across the globe and operating systems. No installation is required, and accessibility requires only an internet connection with client-specific credentials. LingDirector allows LingPerfect and its clients to track a project's status, overall spend, and submit a new request from anywhere in the world.

At LingPerfect, we utilize only native-speaking and subject-matter experts. With offices in Europe, America and Asia we have the capabilities, resources, and infrastructure to deal with your most demanding assignments.

Technical Proposal: Interpretation

LingPerfect offers accurate interpreting services that promise comprehensible, successful communication. Our interpreters are available for business meetings, conference calls, depositions, medical exams, community meetings, and more. In today's world, communication is a key factor for success. The need to overcome a language barrier can be critical and LingPerfect's interpreting services are always available to help.

Over the Phone Interpretation (OPI)

LingPerfect has a team of over 8,000 professional interpreters who are carefully selected and trained in interpretation skills and specific industry practices and terminologies to be the very best in the business. Professional, courteous, and focused on complete and accurate interpretation in any circumstance, our interpreters will provide you with the very best phone interpreting experience possible.

LingPerfect's over-the-phone interpreting solution is easy to use on any phone, connecting you to an interpreter within seconds, 24/7/365.

LingPerfect provides a toll free telephone number, basic account information, and identify the language you need. You will be connected with an interpreter within seconds. We can customize this process to streamline your call flow, improve efficiency, and meet your specific business needs.

LingPerfect Over the Phone Interpretation services (OPI) allows you to provide the callers with a dedicated toll free telephone number. The caller is greeted in-language, and then paired with an interpreter before your phone even rings, saving time and increasing productivity. The short response time improves the in-language client experience and is perfect for appointments, consults, community outreach, hotlines and more.

LingPerfect Interpretation Experience

In addition to the services described above LingPerfect offers a turnkey solution which proved successful for multilingual communication.

At LingPerfect, We access to the top interpreters in the world along with the high-tech equipment necessary to provide highly professional onsite interpretations in almost any environment. From large concert halls to small meeting rooms, LingPerfect has a solution for your onsite interpretations needs.

Our onsite interpreters have undergone the most rigorous language training in the industry. With UN certified interpreters on staff, LingPerfect understands the strict standards necessary to provide accurate onsite interpretations. With linguists trained in over 150 languages covering all subject matters, LingPerfect will find the right linguist for your subject matter, no matter how complex.



As with all of our service offerings, LingPerfect adheres to strict standards of confidentiality and quality.

LingPerfect is the provider to over 500 clients worldwide and is trusted by the most reputable organizations in the world, including the U.S. Military and government. Whether you need business, legal, medical, educational, or conference onsite interpretation services, LingPerfect is your cost-effective and reliable solution.

Quality Control Plan

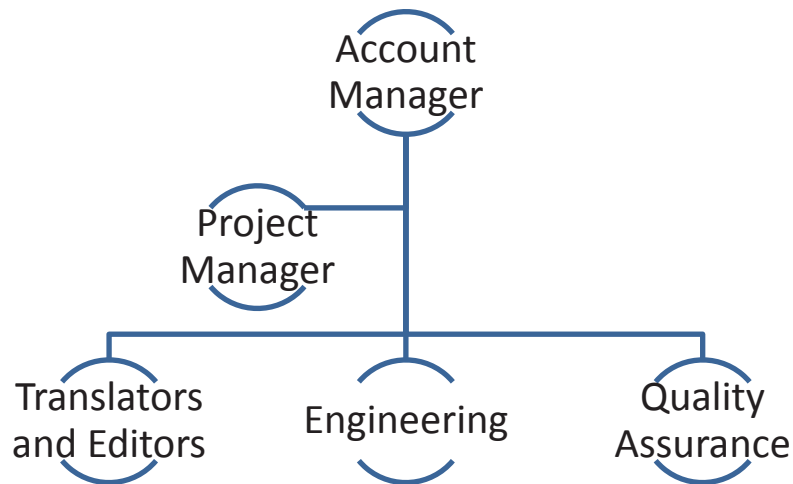
LingPerfect is ISO 9001:2008 certified and prides itself on its quality processes and providing excellent customer service in over 150 languages.

QualityPerfect is our management system that guides every stage of the translation process, from submitting materials to final approval. No job is complete until we know that the client is completely satisfied.

Flexibility around our clients' needs and consulting reference materials, such as glossaries and briefs, are key components of QualityPerfect. These steps ensure the final product meets all requirements and contains the specific, correct terminology. Moreover, with translation memory (TM) technology, additional projects can be carried out with increased precision and efficiency.

Roles and responsibilities

LingPerfect establishes a custom production team dedicated to supporting Oxnard School District needs



Management team:

Account Manager:

The AM serves as the unique point of contact for Oxnard School District. The AM handles the day to day client interaction and understands the customers' needs in order to be translated into deliverables

Project Manager:

The PM manages the entire translation team, sets up production matrices, coordinate with team members to ensure they have the necessary tools to efficiently complete the deliverables in a timely fashion.

Production team

Translators, Editors, Engineering and Quality assurance.

Pricing Proposal

Telephonic Interpreting Services:

Tiered Pricing	Spanish (per minute)	All other languages (per minute)
0 - 50 mins./month	\$25.00 Minimum fee	
51 - 5,000 mins./month (Base rate)	\$2.00	\$2.50
5,001 - 10,000 mins./month	\$1.75	\$2.25
10,001 - 20,000 mins./month	\$1.50	\$2.00
20,001+ mins./month	\$1.25	\$1.75
3rd Party call	+\$0.15	+\$0.15
3rd Party call (International)	Additional charge as per carriers' published pricing	

Summary

At LingPerfect we truly care about our clients and do everything we can to make the translation process successful and seamless. We will work with you every step of the way with a consultative approach to handle the unique demands of your projects. Our US network of linguists ensures seamless coverage regardless of language or time zone while our US-based systems allow for limitless access regardless of location.

If after reviewing this document you have additional questions or would like to discuss specific requirements in greater detail, please do not hesitate to contact me.

A handwritten signature in black ink that reads 'Vanessa Herrera B.'.

Vanessa Herrera B.
Director of Strategic Accounts

1110 Brickell Av. Suite 430-K25,
Miami, FL. 33131
Phone: +1-929-200-1015

This Policy is issued by the stock insurance company listed above.

THIS POLICY IS A CLAIMS MADE AND REPORTED POLICY. EXCEPT AS OTHERWISE PROVIDED HEREIN, THIS POLICY COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSUREDS AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY.

THE LIMITS OF LIABILITY AVAILABLE TO PAY INSURED DAMAGES SHALL BE REDUCED BY AMOUNTS INCURRED FOR CLAIMS EXPENSES. FURTHER NOTE THAT AMOUNTS INCURRED FOR DAMAGES AND CLAIMS EXPENSES SHALL ALSO BE APPLIED AGAINST THE RETENTION AMOUNT.

TERMS THAT APPEAR IN BOLD FACE TYPE HAVE SPECIAL MEANING. PLEASE REFER TO SECTION II, DEFINITIONS.

Policy No. EONNYF146021734-002	
Item 1. Named Insured	Lingperfect Translations, Inc Principal Address: 1110 Brickell Ave Suite 430-K25 Miami, FL 33131
Item 2. Policy Period:	From 12:01 a.m. 10-22-2019. To 12:01 a.m. 10-22-2020 (Local time at the address shown in Item 1)
Item 3. Limit of Liability (including Claims Expenses)	\$1,000,000 Each Claim \$1,000,000 Aggregate Limit \$ 5,000.00 Disciplinary Proceeding Claims Expenses Aggregate Limit (in addition to the Each Claim and Aggregate Limits set forth above)
Item 4. Retention	\$2,500 Each Claim
Item 5. Premium:	\$2,480.00
Item 6. Retroactive Date (if applicable):	10/22/2012
Item 7. Professional Services:	See MPL Amendatory Endorsement-Definition of Professional Services
Item 8. NOTICE TO INSURER:	Phone:

800-433-0385 (Business Hours)
800-523-9254 (After Hours)

Please be advised that Financial Lines claims must be reported in writing and cannot be reported by phone. Please refer to your policy for proper reporting procedures.

Mail:

Chubb North America Claims
PO Box 5122
Scranton, PA 18505-0554

FIRST NOTICES FAX:

877-395-0131 (Toll Free)

FIRST NOTICES EMAIL:

ChubbClaimsFirstNotice@Chubb.com

Item 9. Optional **Extended Reporting Period:**

Additional Premium: 100% of last annual premium.

Additional Period: 12 months

Item 10. Endorsements:

PF18873	(1105)	ACE ADVANTAGE MISCELLANEOUS PROFESSIONAL LIABILITY POLICY DECLARATIONS
CC1K11i	(0218)	SIGNATURES
PF18874	(0206)	ACE ADVANTAGE MISCELLANEOUS PROFESSIONAL LIABILITY POLICY
PF19061	(1005)	SPOUSAL COVERAGE EXTENSION
PF19236	(1205)	INSURED DEFINITION AMENDED-LEASED, PART TIME, SEASONAL EMPLOYEES
PF19806	(0206)	ADDITIONAL INSURED (AUTOMATIC PURSUANT TO CONTRACT)
PF19976	(0306)	AMENDATORY ENDORSEMENT - FLORIDA
PF45312	(0415)	ADDITIONAL INSURING AGREEMENTS: TECHNOLOGY LIABILITY, ELECTRONIC MEDIA ACTIVITIES, NETWORK SECURITY LIABILITY, PRIVACY LIABILITY, DATA BREACH FUND AND NETWORK EXTORTION THREAT
PF23296a	(0708)	CONTINGENT BODILY INJURY, PROPERTY DAMAGE ("FOR" PREAMBLE) WITH SUB-LIMIT OF LIABILITY
PF38981	(0113)	FALSE CLAIMS ACT EXCLUSION
ILP001	(0104)	U.S. TREASURY DEPARTMENTS' OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
PF46593	(0815)	TRADE OR ECONOMIC SANCTIONS ENDORSEMENT
PF40583	(0414)	MPL ENHANCEMENT ENDORSEMENT
PF23293	(1207)	MPL AMENDATORY ENDORSEMENT DEFINITION OF PROFESSIONAL SERVICES AMENDED
PF47760	(0516)	UNSOLICITED COMMUNICATIONS EXCLUSION

Producer: SCOTTISH AMERICAN INSURANCE GENERAL AGENCY INC
648 39TH STREET BROOKLYN
BROOKLYN, NY 11232
Z03875

IN WITNESS WHEREOF, the **Company** has caused this **Policy** to be countersigned by a duly authorized representative of the **Company**.

DATE: 10-24-2019

Authorized Representative

AUTHORIZED AGENT

Chubb. Insured.™

OSD BOARD AGENDA ITEM

Name of Contributor: Betsy George

Date of Meeting: June 3, 2020

Agenda Section: Section C: Facilities Agreement

Approval of a Contractor Contingency Allocation (CCA) No. 017 associated with the Lemonwood ECDC and Lemonwood Reconstruction Project (George/Miller/CFW)

During the Regular Meeting of March 2, 2016, the Board of Trustees Approved Item D-5, the Construction Services Agreement between the Oxnard School District and Swinerton Builders for the Lemonwood Reconstruction Project. CSA #15-198 included a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand Seven Hundred Nine Dollars and No Cents (\$747,709.00).

During the Regular Meeting of June 19, 2019, the Board of Trustees approved Amendment No. 1 to Construction Services Agreement #15-198 (CSA #15-198) between the Oxnard School District and Swinerton Builders for the renovation of the Early Childhood Development Center (ECDC), considered as part of overall CSA #15-198 for the reconstruction of the entire Lemonwood Elementary School Campus. CSA #15-198 Amendment No. 1 included a Contractor Contingency in the amount of Eighty Thousand Dollars and No Cents (\$80,000.00).

This Contractor Contingency fund is for payment of specific items of work, such as: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved with the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency.

CCA No. 017 provides for the Board's consideration and approval three (3) items of work totaling \$9,202.75 as agreed to in writing by the Contractor and District to be drawn from the Contractor Contingency Allocation line item. During construction at the ECDC, it was discovered that through the course of time the 160 existing light fixture lenses had become discolored and stained. CCA No. 017 is being processed to pay for the replacement of yellowed light fixture lenses throughout the classrooms (PCI 0556). Also, during construction while installing new wood blocking required to support the new CCTV monitors and the related device boxes multiple layers of drywall were discovered which resulted in additional labor and materials costs. Per contract it was interpreted that a single layer of drywall at existing wall patch back was required. However, during construction it was discovered that a 1" plaster board and 5/8" Type X over that was the existing configuration. Per the direction of the IOR, patch back was applied in three layers to maintain fire rating and joints staggered; this occurred at 12 locations. This CCA includes this added patch back scope of work (PCI 0550). Lastly, at the west end of the existing ECDC building, it was discovered the fascia board on the gable end was damaged and needed to be replaced. The painting of this replaced fascia board is included in this (PCI 0589). Also included in this PCI is the painting of existing surface mounted light fixtures located in restrooms and workroom that were not included in the original contract scope.

Upon approval of CCA No. 017, Contractor Contingency funds in the amount of \$116,264.99 will have been utilized to date, and the remaining balance of the Contractor Contingency Allocation sum for both the Lemonwood ECDC Project, and the Lemonwood Reconstruction Project, will be \$27,211.34.

FISCAL IMPACT:

CCA No. 017 will be a COST to the Contractor Contingency Allocation line item of Amendment #1 to CSA #15-198 in the amount of Nine Thousand Two Hundred Two Dollars and Seventy-Five Cents (\$9,202.75). This allocation will not increase the Project's overall budget. After Board approval of CCA No. 017, the remaining balance of the Contractor Contingency Allocation will be Twenty-Seven Thousand Two Hundred Eleven Dollars and Thirty-Four Cents (\$27,211.34).

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in conjunction with Caldwell Flores Winters, Inc., that the Board of Trustees approve CCA No. 017 to CSA #15-198 with Swinerton Builders related to the Lemonwood Elementary School Reconstruction Project and ECDC Project.

ADDITIONAL MATERIALS:

- Attached:** [Contractor Contingency Allocation No. 017 \(2 Pages\)](#)
- [PCI 0550r1 - ECDC Sound Attenuation Wall Repair \(5 Pages\)](#)
- [PCI 0556 - ECDC 2x4 Fixture Lens Replacement \(6 Pages\)](#)
- [PCI 0589 - ECDC Paint Light Fixtures and Fascia \(4 Pages\)](#)
- [Amendment #1 to CSA #15-198 \(2 Pages\)](#)
- [Construction Services Agreement #15-198, Swinerton Builders \(19 Pages\)](#)



CONTRACTOR CONTINGENCY ALLOCATION APPROVAL

Date: June 3, 2020

CONTRACTOR CONTINGENCY ALLOCATION NO. 017

PROJECT: LEMONWOOD K-8 RECONSTRUCTION PROJECT
 & LEMONWOOD ECDC PROJECT
 O.S.D. BID No. N/A
 O.S.D. Agreement No.15-198
 & O.S.D. Agreement No.15-198, Amendment 1

OWNER: Oxnard School District
 1051 South A Street
 Oxnard, CA. 93030

ARCHITECT SVA Architects, Inc.
 6 Hutton Centre Drive, #1150
 Santa Ana, CA 92707

CONTRACTOR:
 Swinerton Builders
 865 S. Figueroa St., Ste. 3000
 Los Angeles, CA 90017
 Attn: Michael Darquea

Architects Proj. No.: 1340121
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-116656

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Contractor Contingency Allocation work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIG. CONTRACTOR CONTINGENCY LEMONWOOD RECONSTRUCTION PROJECT	\$	747,709.00
(CCA 001 through CCA 013, January 17, 2018 Board Meeting).....	\$	(684,232.67)
Remaining through CCA 013.....	\$	63,476.33
	\$	
AMENDMENT NO.1 CONTRACTOR CONTINGENCY SUM (ECDC).....		80,000.00
TOTAL CONTRACTOR CONTINGENCY (through Amendment No. 1).....	\$	143,476.33
NET CHANGE – CONTRACTOR CONTINGENCY ALLOCATION	\$	(107,062.24)
(CCA 014 through CCA 016)		
ADJUSTED CONTINGENCY SUM.....	\$	36,414.09
NET CHANGE.....	\$	9,202.75
<hr/>		
Total Contingency Allocations (CCA 014 through CCA 017):.....	\$	(116,264.99)
ADJUSTED CONTRACTOR CONTINGENCY SUM THROUGH NO.: 017.....	\$	27,211.34

Item	Description	Additional Cost related to Bid/Buy-out	Conflicts, Discrepancies or Errors in the Construction Documents	Additional Work required by IOR, or another Jurisdictional Agency, not in plans	Other Item of Cost agreed to by District and Contractor
1.	PCI 550, ECDC- Unforeseen condition. Multiple layer wall surfaces			\$3,641.40	
2.	PCI 556, Remove existing 2x4 fixture lenses and replace with new.				\$5,055.48
3.	PCI 589, Paint surface mounted light fixtures in un-scheduled rooms, and replaced fascia material at west gable end				\$505.87
	Totals			\$3,641.40	\$5,561.35

Total Contractor Contingency Allocation Cost Approval No. 017\$9,202.75

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPERINTENDENT OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

Asst. Superintendent, Business & Fiscal Services

DATE: _____

APPROVAL (REQUIRED):

PURCHASING DIRECTOR: _____

DATE: _____



SWINERTON

09 January 9, 2020

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

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0550r1

Dear Mr. Mera,

We request a Contract Contingency Allocation to our contract for the following:

Opening and repairing existing wall surfaces after installation of the blocking and AV component boxes. Existing walls are comprised of multiple layers of gypsum board. Contract documents do not indicate that these walls were a sound attenuation wall.

Phase	Category	Description	Subcontractor	Quote
092900	71140	ECDC- Unforeseen condition. Multiple layer wall surfaces	RUTHERFORD CO., INC.	3,600.00
			Subtotal	3,600.00
007480	71160	Subguard	1.15%	41.40
007410	71160	Builders Risk	0.6%	.00
007420	71160	General Insurance	1.15%	.00
007510	71160	P&P Bond	1%	.00
991000	79999	Change Order Fee	5%	.00
			Markup Subtotal	41.40
			PCI Total	3,641.40

TOTAL AMOUNT OF THIS Contract Contingency Allocation REQUEST: **3,641.40.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE** proceeded with this revised work per your instructions. Please issue a Contract Contingency



SWINERTON

Allocation .

Upon acceptance of this Contract Contingency Allocation request, a formal Contract Contingency Allocation will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

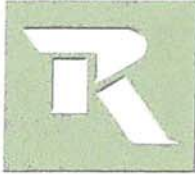
[Handwritten signature]
1/09/2020

Date: _____

Quotation accepted by:
Oxnard School District

By: _____

Date: _____



Rutherford Co., Inc.
 2107 Crystal Street
 Los Angeles, CA 90039
 Phone: (323) 666-5284 / Fax: (323) 665-0328
www.rutherfordco.net

Date:	12/03/19
RCI Job #:	16-075
RCI COR #:	123
GC Tracking #:	

CHANGE ORDER REQUEST

EMAIL: bgray@swinerton.com

TO: Swinerton Builders

ATTN.: Bill Gray

JOB NAME: **LEMWOOD K-8 SCHOOL:**

DESCRIPTION OF WORK:

Added Labor and Material Due to Unforseen Conditions; Multiple Layers of Drywall not Indicated in the Contract Documents:

BREAKDOWN:		HR. RATE	QTY.	UNIT	AMOUNT	COMMENTS
LABOR	Regular-Journeyman	\$80.87	48	HRS	\$ 3,881.76	
	Regular-Foreman	\$0.00	0	HRS	\$ -	
	Regular-Superintendent	\$0.00	0	HRS	\$ -	
	Safety/QC Manager	\$0.00	0	HRS	\$ -	
	Overtime-Journeyman	\$0.00	0	HRS	\$ -	
	Doubletime-Journeyman	\$0.00	0	HRS	\$ -	
	MATERIAL		\$200.00	0	Tax	\$ 219.00
EQUIPMENT	Scissor Lift	\$0.00	0	Day		
	Dumpster	\$0.00	0	ea.		
		\$0.00	1	Day	\$ -	
SCAFFOLD		\$0.00	0	Day	\$ -	
SUBS/MISC.						
FREIGHT/DELIVERY			0	LS	\$ -	
		\$0.00	0	LS	\$ -	
		\$0.00	0	LS	\$ -	
SUBTOTAL					\$ 4,100.76	
15.0% Profit MARKUP					\$ 615.11	
Credit COR TOTAL:					\$ 4,716	<i>\$3600</i>

QUALIFICATIONS

1. ADDITIONAL TIME MAY BE REQUIRED ON THE PROJECT SCHEDULE FOR THE WORK DESCRIBED ABOVE
2. ALL GAS/ELECTRIC EQUIPMENT USED FOR THIS COR WILL BE CHARGED AT A 1-DAY MINIMUM RENTAL

"THIS PROPOSAL IS FOR THE DESCRIBED WORK ONLY. PRICING IS BASED ON THE CURRENT PROJECT STATUS. RUTHERFORD IS ENTITLED TO COMPENSATION FOR ADDITIONAL COSTS IF THE PROJECT STATUS CHANGES BEFORE APPROVAL. FURTHERMORE, THE STATED PRICE DOES NOT INCLUDE ANY AMOUNT FOR COSTS RESULTING FROM IMPACTS, WHETHER THE IMPACTS ARE CAUSED BY SCHEDULING, RESCHEDULING, OUT OF SEQUENCE OPERATIONS, TRADE CONGESTION, OTHER DISRUPTIONS, DELAYS OR ACCELERATION. RUTHERFORD EXPRESSLY RESERVES THE RIGHT TO COLLECT FULL OVERHEAD AND PROFIT FOR ANY OF SUCH IMPACTS."

Submitted By:

Project Manager

Approved By:



Rutherford Co., Inc.
 2107 Crystal Street
 Los Angeles, CA 90039
 Phone: (323) 666-5284 / Fax: (323) 665-0328
www.rutherfordco.net

Date:	12/03/19
RCI Job #:	16-075
RCI COR #:	123
GC Tracking #:	

LABOR BACKUP

EMAIL: bgray@swinerton.com
 TO: Swinerton Builders
 ATTN: Bill Gray

JOB NAME: **LEMONWOOD K-8 SCHOOL:**

DESCRIPTION OF WORK:

Added Labor and Material Due to Unforeseen Conditions; Multiple Layers of Drywall not Indicated in the Contract Documents:

BREAKDOWN:	HRS	AMOUNT	COMMENTS
------------	-----	--------	----------

TOTAL HOURS 0

QUALIFICATIONS

"THIS PROPOSAL IS FOR THE DESCRIBED WORK ONLY. PRICING IS BASED ON THE CURRENT PROJECT STATUS. RUTHERFORD IS ENTITLED TO COMPENSATION FOR ADDITIONAL COSTS IF THE PROJECT STATUS CHANGES BEFORE APPROVAL. FURTHERMORE, THE STATED PRICE DOES NOT INCLUDE ANY AMOUNT FOR COSTS RESULTING FROM IMPACTS, WHETHER THE IMPACTS ARE CAUSED BY SCHEDULING, RESCHEDULING, OUT OF SEQUENCE OPERATIONS, TRADE CONGESTION, OTHER DISRUPTIONS, DELAYS OR ACCELERATION. RUTHERFORD EXPRESSLY RESERVES THE RIGHT TO COLLECT FULL OVERHEAD AND PROFIT FOR ANY OF SUCH IMPACTS."

Submitted By:

Benjamin Stratton

Benjamin Stratton, Senior Project Manager
 Rutherford Co., Inc.

Approved By:



December 23, 2019

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

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
 PCI No. 0556

Dear Mr. Mera,

We request a Contractor Contingency Allocation to our contract for the following:

Remove existing 2x4 fixture lenses and replace with new.

Phase	Category	Description	Subcontractor	Quote
260010	71140	Electrical	TAFT ELECTRIC COMPANY	4,998.00
			Subtotal	4,998.00
007480	71160	Subguard	1.15%	57.48
007410	71160	Builders Risk	0.6%	.00
007420	71160	General Insurance	1.15%	.00
007510	71160	P&P Bond	1%	.00
991000	79999	Change Order Fee	5%	.00
			Markup Subtotal	57.48
			PCI Total	5,055.48

TOTAL AMOUNT OF THIS CONTINGENCY ALLOCATION REQUEST: **5,055.48**.

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date.
- » The terms (cost and schedule impact) of this change order request are subject to review and a requote if not accepted within days of its issuance.
- » This request does not include additional cost or delay due to late approval.

We **HAVE NOT** proceeded with this revised work per your instructions. Please issue a change order.

Upon acceptance of this change order request, a formal change order will be issued. Acceptance also acknowledges that Swinerton Builders is directed to proceed with the above change in scope.



SWINERTON

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Quotation accepted by:
Oxnard School District

Nalani Scanlon

Digitally signed by Nalani Scanlon
DN: C=US,
E=nscanlon@swinerton.com,
O=Swinerton Builders,
OU=TM-Education, CN=Nalani
Scanlon
Date: 2019.12.23 11:30:35-08'00'

Date: _____

By: _____

Date: _____



Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2241 - Lemonwood
2200 Carnegie Ct
Oxnard, California 93033

Change Order Request #117: New Fixture Lenses

TO:	FROM:
PCO NUMBER/REVISION: 117 / 0	CONTRACT: 1 - Lemonwood Prime Contract
REQUEST RECEIVED FROM:	CREATED BY: Matt Gobuty (Taft Electric Company)
STATUS: Pending - In Review	CREATED DATE: 12/20 /2019
REFERENCE:	FIELD CHANGE: No
SCHEDULE IMPACT:	LOCATION:
	TOTAL AMOUNT: \$4,998.00

POTENTIAL CHANGE ORDER TITLE: New Fixture Lenses

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

Provide and install new fixture lenses in ECDC per attached quote.

Attached is back-up to support this additional scope. This price is based on documentation provided. Taft Electric reserves its rights to revise or amend this pricing should further work is performed within this scope.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amount for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

EXCLUSIONS:

1. Any trenching, back filling, encasement, coring, cutting, patching, roofing or painting for any conduit system.
2. Any weather proofing or sealing of exterior penetrations for water intrusion.
3. Any fire proofing or sealing complete.
4. Any shift work, holiday work, or overtime labor, all work is to be performed during normal working hours Monday-Friday between 7AM & 3:30PM
5. Any and all parts and labor not specifically listed above or within.
6. Any abatement including asbestos removal or containment.
7. Any permits or fees.
8. Any costs associated with the design, engineering (including wet stamps), or approval process.
9. Any access panels.

ATTACHMENTS:

CED ROYAL INDUSTRIAL SOLUTIONS

1807 PALMA DRIVE

VENTURA CA 93003

TEL: 805 642-0361 FAX: 805 654-0569

CONTACT: CHRIS RACE

QUOTE FOR: TAFT ELECTRIC

ACCT #: 18-70045 TAFT ELECTRIC

TAFT ELECTRIC

1694 EASTMAN AVENUE

VENTURA, CA 93003

QUOTATION			PAGE 001 OF 001	
QUOTE # 1097084	DATE 12/18/19	REV # 001	REV DATE 12/18/19	
QUOTE EXPIRES 01/17/2020		PREPARED BY CR		
SLS 0184		INSL 9003		
FOB SHIPPING POINT		FREIGHT PREPAID		

CUS PO #: LENSES
JOB NAME:

LN	QTY	MFR	CATALOG #	DESCRIPTION	PRICE	UOM	EXT AMT
01	150	MISC	LENS	.110X22-1/8X46	18.35	E	2,752.50
02	10	MISC	LENS	.110X10-1/4X47-1/8	12.25	E	122.50
03	*	CLEAR PRISMATIC					
04	*	NON RETURNABLE					

TOTAL: 2,875.00

PLEASE NOTE: THIS IS NOT AN OFFER TO CONTRACT, BUT MERELY A QUOTATION OF CURRENT PRICES FOR YOUR CONVENIENCE AND INFORMATION. ORDERS BASED ON THIS QUOTATION ARE SUBJECT TO YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE. WE MAKE NO REPRESENTATION WITH RESPECT TO COMPLIANCE WITH JOB SPECIFICATIONS.

Nalani Scanlon

From: Jennifer Maclsaac <jmaclsaac@cfwinc.com>
Sent: Wednesday, December 18, 2019 4:25 PM
To: Bill Gray
Cc: Nalani Scanlon
Subject: RE: Lemonwood ECDC - new lenses in existing fixtures

External (jmacisaac@cfwinc.com)

[Report This Email](#) [FAQ](#) [Protection by INKY](#)

Bill,

Yes, please create a contingency allocation PCI for this work.

Thank you,

Jennifer

From: Bill Gray <BGray@swinerton.com>
Sent: Wednesday, December 18, 2019 2:30 PM
To: Jennifer Maclsaac <jmaclsaac@cfwinc.com>
Cc: Nalani Scanlon <NScanlon@swinerton.com>
Subject: Lemonwood ECDC - new lenses in existing fixtures

Jennifer,
Contract docs call for cleaning existing fixtures and lenses along with re-lamping. Many of the lenses have discolored over the years. Taft is offering to replace all of the lenses to create a uniform appearance. ROM for this is \$5500.00 Let us know and we can create a PCI if necessary.
This needs to be decided quickly as the price is if we do at the same time as re-lamping



SWINERTON

February 19, 2020

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

Attn: Mario Mera

Subject: Swinerton Builders Job 16055106 - Lemonwood K-8 School LLB
PCI No. 0589 ECDC Paint existing surface mounted light fixtures and repaired fascia

Dear Mr. Mera,

We request a Contractor Contingency Allocation to our contract for the following:

Paint surface mounted light fixtures in un-scheduled rooms, and replaced fascia material at west gable end

Phase	Category	Description	Subcontractor	Quote
099100	71140	Paint surface mounted light fixtures in un-scheduled rooms, and replaced fascia material at west gable end	TRIUMPH PAINTING	500.12
			Subtotal	500.12
007480	71160	Subguard	1.15%	5.75
			Markup Subtotal	5.75
			PCI Total	505.87

TOTAL AMOUNT OF THIS Contractor Contingency Allocation REQUEST: **505.87.**

Please NOTE:

- » The incorporation of this revision in to the contractual scope of work may have an impact on our schedule, which is yet to be finalized. Once determined, the job schedule will be adjusted accordingly to show the effect of this revision on the final project completion date..
- » The terms (cost and schedule impact) of this Contractor Contingency Allocation request are subject to review and a requote if not accepted within 5 days of its issuance.
- » This request does not include additional cost or delay due to late approval.

X We **HAVE** proceeded with this revised work per your instructions. Please issue a Contractor Contingency Allocation.

Upon acceptance of this Contractor Contingency Allocation, a formal Contractor Contingency Allocation will be issued. Acceptance also acknowledges that Swinerton Builders has proceeded with the above change in scope.



SWINERTON

If you have any questions or comments pertaining to this matter, please contact the undersigned.

Sincerely,
Swinerton Builders

Date: 2/19/2020

Quotation accepted by:
Oxnard School District

By: _____

Date: _____

Date: 02.06.2020



Time & Material Sheet

Contractor: Swinerton
Project: Lemon Wood
OXNARD.

M T W (H) F S SU (circle day of the week)

Description of Work: paint exterior fascia & interior
light fixtures

Name	Hours	Premium Time
1. Victor Benitez	8 @ \$49.99	\$ 399.92
2.	Material 2 @ 38.19	76.38
3.		\$ 476.30
4.	590 m/u	23.82
5.		\$ 500.12
6.		
7.		
8.		
9.		
10.		

Paint & Supplies: 2 gallons paint

Equipment: Airless Aerial Lift Other: _____ (circle item used)

- Labor rate non-negotiable \$75.00 per hour
- Premium time will be charged @ 1 1/2 - 2X actual rate based on hours, weekends or holidays
- This is a binding & non-negotiable contract payable within 15 days of invoicing
- The signing of this sheet will serve as a formal written change order and will take precedence over any previous contract documents
- Travel cost is 60 cents per mile outside a 60 mile radius from our shop address listed below
- Per diem is set at a standard \$114.00 per day covering food & lodging on a single individual

Triumph Painting

By: Victor Benitez

Title: Foreman

Responsible Party

By:

Title:

Date:

Please e-mail to jasmiesanchez@triumphpainting.org

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RFC: Material & Labor Installation

Project Name: Lemonwood ECDC

Time & Material Sheet(s)

Date: 2/17/2020

MATERIAL	QTY	UNIT	\$ / Unit	EXTENSION	TOTAL
Dunn Edwards Series Finish	15	EA	\$ 34.88	\$ 523.20	\$ 523.20
Dunn Edwards Series Primer	6	EA	\$ 24.88	\$ 149.28	\$ 149.28
Bondo	1	EA	\$ 35.91	\$ 35.91	\$ 35.91
Caukling - Joint Sealant	1	EA	\$ 1.98	\$ 1.98	\$ 1.98
Acid Etch Eco-Etch	1	EA	\$ 29.99	\$ 29.99	\$ 29.99
		EA		\$ -	\$ -
		EA		\$ -	\$ -
		LS		\$ -	\$ -
				\$ -	\$ -
Material Subtotal				\$ 740.36	
Material Tax 9.5%				\$ 70.33	
Material Mark Up (5% of Material Subtotal)				\$ 36.72	
MATERIAL TOTALS				\$ 847.41	

Equipment	QTY	UNIT	UNIT COST	EXTENSION	
		DAYS		\$ -	\$ -
		DAYS		\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
Equipment Subtotal				\$ -	
Equipment Tax				\$ -	
Equipment Mark Up (10% of Equipment Subtotal)				\$ -	
EQUIPMENT TOTALS				\$ -	

Labor	TYPE	HOURS	RATE	UNIT	EXTENSION	
Change Of Work & Or Additional Work on T&M					\$ -	\$ -
Labor Hour Proposed for Work 1.7.2020, 1.8.2020		16	\$50	\$/hr	\$ 799.84	\$ 799.84
Labor Hour Proposed for Work 1.16.2020, 1.17.2020		16.00	\$ 49.99	\$/hr	\$ 799.84	\$ 799.84
Labor Hour Proposed for Work 1.9.2020		12	\$ 49.99	\$/hr	\$ 599.88	\$ 599.88
Labor Hour Proposed for Work 1.10.2020		16	\$ 49.99	\$/hr	\$ 799.84	\$ 799.84
Labor Hour Proposed for Work 1.24.2020, 1.27.2020		12	\$ 49.99	\$/hr	\$ 599.88	\$ 599.88
Labor Hours Proposed for Work 2.6.2020		8	\$ 49.99	\$/hr	\$ 399.92	\$ 399.92
Labor Subtotal					\$ 3,999.20	
LABOR MARK-UP (5% of Subtotal)					\$ 199.96	
Labor TOTALS					\$ 4,199.16	

Subcontractor Buy Out / Tiered Subs	QTY	UNIT	UNIT COST	EXTENSION	
		Ea		\$ -	\$ -
		Ea		\$ -	\$ -
				\$ -	\$ -
Subcontractor Subtotal				\$ -	
Subcontractor Mark Up (5% of Subtotal)				\$ -	
SUBCONTRACTOR TOTALS				\$ -	

Unit Cost Buy Out	QTY	UNIT	UNIT COST	EXTENSION	
		LOT		\$ -	\$ -
		EA		\$ -	\$ -
		EA		\$ -	\$ -
				\$ -	\$ -

SUMMARY	
1. MATERIAL TOTAL COST	\$ 847.41
2. EQUIPMENT TOTAL COST	\$ -
3. LABOR TOTAL COST	\$ 4,199.16
4. SUBCONTRACTOR BUY OUT / TIERED SUBS TOTAL COST	\$ -
5. UNIT BUY OUT TOTAL	\$ -
SUBTOTAL OF SUMMARY ITEMS 1 - 5	\$ 5,046.57
SCOPE CHANGE SELLING PRICE	ADD/DEDUCT \$ 5,047

Amendment #001 to Agreement #15-198 with Swinerton Builders Lease/Leaseback Documents for the Lemonwood ECDC Project

At the Regular Board Meeting of Wednesday March 2, 2016, the Board of Trustees approved the District to enter into agreements with Swinerton Builders for the Lemonwood Reconstruction Project. Those Documents include; Construction Services Agreement #15-198, Site Lease #15-199 and Sublease #15-200. The Board of Trustees authorizes the District staff to make the following changes to the agreements for execution:

1. Construction Services Agreement #15-198, page 5, SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE, Paragraph 1 shall be amended to include the following supplemental scope:

The scope of work for the Lemonwood ECDC project consists of Modernization of Early Childhood Development Center and associated site work for Oxnard School District as specifically described in the DSA Approved plans and specifications. The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

- DSA Approved drawings for DSA Application # 03-116656 (Approved 1/25/2019)
- DSA Approved Project Manual for DSA Application # 03-116656

The amendment to the "GMP" for this supplemental Work shall be **Two Million Nine Hundred Seventy-Six Thousand Three Hundred Seventy-Five Dollars and Forty-Five Cents (\$2,976,375.45)**.

The amended "GMP" for the Project shall be **Thirty-Six Million Six Hundred Four Thousand Six Hundred Eight Dollars and Eighteen Cents (\$36,604,608.18)**. The amended GMP consists of (1) the original Board approved GMP of (\$29,575,897.91) and, Board Approved Change Orders to date in the amount of Four Million Fifty-Two Thousand Three Hundred Thirty-Four Dollars and Eighty-Two Cents (\$4,052,334.82) and, Amendment No. 1 (Lemonwood ECDC) in the amount of Two Million Nine Hundred Seventy-Six Thousand Three Hundred Seventy-Five Dollars and Forty-Five Cents (\$2,976,375.45).

2. Construction Services Agreement #15-198, page 5, SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE, Paragraph 2, line 1, shall also incorporate Exhibit A.1 as part of the Scope of Work.

3. Construction Services Agreement #15-198, page 10, SECTION 12 PERSONNEL ASSIGNMENT, in Paragraph A; "Bill Gray" shall be inserted as Project Manager for the project.
4. Amendment No. 1 of Construction Services Agreement #15-198, "EXHIBIT A", provided as part of this amendment shall be incorporated into this Construction Services Agreement. This exhibit includes four (4) pages; Scope of Work (1 page) and Drawings Index (3 pages).
5. Amendment No. 1 of Construction Services Agreement #15-198, "EXHIBIT B", provided as part of this amendment shall be incorporated into this Construction Services Agreement. This exhibit includes Bid Sheets (3 pages).


IN WITNESS WHEREOF, the parties hereto, intending to be legally bound thereby, have executed this Amendment effective as of the date first above written.

CONTRACTOR

Swinerton Builders
 865 S. Figueroa Street, Suite 3000
 Los Angeles, CA 90017
 Bill Gray, Project Manager


THE DISTRICT

Oxnard School District,
 a California school district
 1051 South A Street
 Oxnard, California 93030

By:  _____

Title: Exec Vice President

Date: 06/19/2019

By:  _____

Title: Lisa A. Franz, Director, Purchasing

Date: 6-26-19

CONSTRUCTION SERVICES AGREEMENT #15-198

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 2nd day of March, 2016, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") and Swinerton Builders which is a contractor licensed by the State of California, with its principal place of business at 865 S. Figueroa St., Suite 3000, Los Angeles, CA 90017 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Lemonwood K-8 School, located at 2200 Carnegie Court Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct and modernize facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1G below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibit A** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibit A** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibit A** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.
- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibit A** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.
- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended,

which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.
- E. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.
- F. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.
- G. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.
- H. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.
- I. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.
- J. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.
- K. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together

with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.

L. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

M. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District, regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall

Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Twenty-Nine Million, Five Hundred Seventy-Five Thousand, Eight Hundred Ninety-Seven Dollars and Ninety-One Cents (\$29,575,897.91). The GMP consists of (1) Sublease Tenant Improvement Payments in the amount of Twenty -Five Million, Four Hundred Eight Thousand One Hundred Eight-Eight Dollars (\$25,408,188.91) and, (2) a Contractor Contingency in the amount of Seven Hundred Forty-Seven Thousand, Seven Hundred and Nine Dollars and No Cents (\$747,709.00), and, (3) Sublease Payments in the amount of \$90,000.00 per month not to exceed a total lease value of \$3,420,000.00 pursuant to terms and payment schedule as set forth in the Sublease.

The GMP is based upon the plans and specifications existing at the time this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work set forth in **Exhibit A** attached hereto. Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement is entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor

Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Contractor shall be entitled to retain unused Contractor Contingency up to a maximum of \$150,000; unused Contractor Contingency over \$150,000 and unused Allowances at Project completion shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH CONSTRUCTION

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice of Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding

process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss of vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking construction of the Project. Contractor assumes all risk of loss which occurs at a site at which Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out

of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities at the School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, makes strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

Contractor has proposed a GMP that is based on the Construction

Documents. Contractor, prior to proposing the GMP, was retained by the Owner to perform a comprehensive constructability review, value engineering and project cost estimating. In performing the constructability review, while Contractor's review was done in its role as Contractor, and not design professional, if Contractor discovered any errors, omissions, ambiguities, inconsistencies and other construction issues, Contractor brought such matters to the attention of Owner. Contractor recognizes that it shall not be entitled to an addition to the GMP for additional work related to issues of constructability, or for incidental work that could reasonably be inferred from the Construction Documents, or for any errors or omissions it discovered, or should have discovered, that it did not bring to the attention of the Owner.

- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein.
- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign Steven Augustine as Project Manager/Superintendent for the Project. So long as Steven Augustine remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to

the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents, as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.
- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District

shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.

- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.

F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and CalOSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and

means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.

- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Swinerton Builders
865 S. Figueroa Street
Suite 3000
Los Angeles, CA 90017

Attn: Bonnie Martin

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030

Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia, Hernandez, Sawhney & Bermudez LLP
1330 Broadway, Suite 1701
Oakland, CA 94612

And with an additional copy to Yuri Calderon,
Caldwell Flores Winters, Inc.
6425 Christie Ave., Suite 270
Emeryville, CA 94608

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents 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 Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.


SECTION 33. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF the parties hereto, intending to be legally bound thereby, have executed this Agreement effective as of the date first above written.

CONTRACTOR

Swinerton Builders

By:  LIA TATEVOSIAN
Title: OPERATIONS MGR
Date: 4/6/16

THE DISTRICT

Oxnard School District,
a California school district


By: 
Title: District Superintendent
Date: April 26, 2016

EXHIBIT A

Scope of Work

The scope of Work for the Lemonwood Reconstruction Project consists of the construction of a new school, including a Kindergarten, Classroom, Administration and Multipurpose Building, as more specifically described in the DSA Approved plans, specifications and Construction Change Directives ("CCDs"). The following construction documents are referenced herein and incorporated into this contract for all purpose to more fully describe the scope of work contemplated and agreed to by the parties:

1. DSA Approved drawings for DSA Application # 03-116026.
2. DSA Approved Project Manual for DSA Application # 03-116026.
3. Addendum 01 dated 11/16/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/16/2015 by SVA Architects.
4. Addendum 02 dated 11/18/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/18/2015 by SVA Architects.
5. Addendum 03 dated 11/30/2015 for DSA Application # 03-116026 as issued to Swinerton Builders on 11/30/2015 SVA Architects.
6. Project Schedule prepared by Contractor and approved by Owner (Attached hereto).
7. Agreed Upon List of Qualifications (Attached hereto).
8. Pre-bid and Post-Bid Value Management Logs (Attached hereto).
9. Lemonwood GMP Qualification Matrix (Attached hereto).

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 3, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment # 1 to Agreement #19-36 - Behavior Insights, Inc. (DeGenna)

At the Board Meeting of June 19, 2019, the Board of Trustees approved Agreement #19-36 with Behavior Insights Inc., in the amount of \$100,000.00, to provide consultant services to the Special Education Services Department during the 2019-2020 academic school year.

Amendment #1, at no additional cost, is required to include functional behavior assessments and inclusion support through the remainder of the fiscal year.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment # 1 to Agreement #19-36 with Behavior Insights, Inc.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)
[Agreement #19-36, Behavior Insights Inc. \(15 Pages\)](#)

**Amendment #1 to Agreement #19-36 with
Behavior Insights, Inc.
June 3, 2020**

At the Board Meeting of June 19, 2019, the Board of Trustees approved Agreement #19-36 with Behavior Insights Inc., in the amount of \$100,000.00, to provide consultant services to the Special Education Services Department during the 2019-2020 academic school year.

Amendment #1, at no additional cost, is required to include functional behavior assessments and inclusion support through the remainder of the fiscal year.

BEHAVIOR INSIGHTS, INC.:

By: _____
Dr. Tammy Van Fleet

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OXNARD SCHOOL DISTRICT

Agreement #19-36

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 19th day of June 2019 by and between the Oxnard School District (“District”) and Behavior Insights 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 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 shall not exceed One Hundred Thousand Dollars (\$100,000.00), 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 does not qualify as a "designated employee".

TJK (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.

TJK (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.

TJR (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.

JK (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: Katrina Madden
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Behavior Insights Inc.
6345 Balboa Blvd., Suite 163
Encino, CA 91316
Attention: Tammy Van Fleet
Phone: (805) 506.3390
Email:

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz

Signature

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

6-20-19

Date

Tax Identification Number: 95-6002318

BEHAVIOR INSIGHTS INC.:

[Signature]

Signature

Dr. Tammy VanFleet, Director
Typed Name/Title

5-21-19

Date

Tax Identification Number: 52-1198287

Not Project Related

Project #19-36

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-36

SERVICES

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

***PER ATTACHED PROPOSAL/RATE SHEET**

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

***PER ATTACHED PROPOSAL/RATE SHEET**

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. 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 #19-36

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-36

COMPENSATION

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

Total compensation shall not exceed One Hundred Thousand Dollars (\$100,000.00), unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$100,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-36

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~Accountants, Attorneys, Education Consultants, \$1,000,000
Nurses, Therapists~~

~~Architects \$1,000,000 or \$2,000,000~~

~~Physicians and Medical Corporations \$5,000,000~~

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

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

Not Project Related

Project #19-36

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 #19-36

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-36


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, **BEHAVIOR INSIGHTS INC.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: 6-20-19

By: 
Lisa A. Franz
Director, Purchasing

Consultation Description:

The scope of the consultation services provided will include the overall goal of building in-house capacity within the Oxnard School District in the area of behavior intervention and programming. An overall assessment of district needs in the area of applied behavior analysis (ABA) will continue to be done. These services will be used to create an extensive district training protocol that will be used to train existing and new district personnel in the area of Behavior Analysis. The training protocol will be designed and trained to be implemented to fidelity within the field of ABA. Additionally, consultation services will be used to train, support, and expand the current behavior specialists, as well as the behavior team within OSD. These services will assist in creating legally defensible programs for children with disabilities, which will include curriculum, classroom, and behavior programming. These services will include any additional support needed in the TLC program, autism specific programs, and in developing any additional preschool programs. Consultation services will assist in any required BCBA duties that the district may require, including but not limited to, BCBA supervision and RBT supervision for OSD employees who are obtaining/maintaining board certification. Lastly, these services may include additional support in the area of behavioral assessments, consultation on individual student cases, and IEP attendance.

Proposed Contract Agreement:

-\$100,000.00 (July 2019 – June 2020)

- Hourly rate \$180



Dr. Tammy Van Fleet

Behavior Insights

Tel: 805.506.3390
www.drtammyvanfleet.com
6345 Balboa Blvd. Suite 163 Encino, CA 91316

School District Rate Information

- 1. District, Classroom, & Specific Student Consultation.....\$180 (hourly rate)
- 2. One-Day Training.....\$1500
- 3. Two-Day Training.....\$3000
- 4. Four-Day Training.....\$6000
- 6. Expert Witness.....\$400 (hourly rate)
(includes record review, observations, prep, and appearance to testify)
- 5. Functional Behavior Assessment.....\$3500
(includes record review, observations, interviews, writing the report, and IEP up to 4hrs of IEP attendance)

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 3, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #2 to Agreement #19-80 - STAR of Ca, ERA ED (DeGenna)

At the Board meeting of August 21, 2019, the Board of Trustees ratified Agreement #19-80 with Star of CA/ERA Ed, in the amount of \$826,000.00, to provide classroom support as consultant and 1 to 1 behavioral therapists for identified students.

At the Board meeting of May 6, 2020, the Board of Trustees ratified Amendment #1, at no additional cost, to add evaluation services through the end of the original agreement term.

Amendment #2, in the amount of \$660,000.00, is required to add hours of support, and additional students receiving behavioral support/evaluation services through the end of the original agreement term, for a new total agreement amount of \$1,486,000.00.

FISCAL IMPACT:

\$660,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational services, that the Board of Trustees ratify Amendment #2 to Agreement #19-80 with STAR of CA/ ERA ED.

ADDITIONAL MATERIALS:

Attached: [Amendment #2 \(1 Page\)](#)
[Amendment #1 \(1 Page\)](#)
[Agreement #19-80, STAR of CA-ERA Ed. \(15 Pages\)](#)

**Amendment #2 to Agreement #19-80 with
STAR of CA/ERA ED
June 3, 2020**

At the Board meeting of August 21, 2019, the Board of Trustees ratified Agreement #19-80 with Star of CA/ERA Ed, in the amount of \$826,000.00, to provide classroom support as consultant and 1 to 1 behavioral therapist for identified students.

At the Board meeting of May 6, the Board of Trustees ratified Amendment # 1, at no additional cost, to add evaluation services through the end of the original agreement term.

Amendment # 2, in the amount of \$660,000.00, is required to add hours of support, and additional students receiving behavioral support/evaluation services through the end of the original agreement term, for a new total agreement amount of \$1,486,000.00.

STAR of CA/ERA ED:

By: _____
Doug Moes, President

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing


Date: _____

**Amendment #1 to Agreement #19-80 with
STAR of CA/ERA ED
May 6, 2020**

At the Board meeting of August 21, 2019, the Board of Trustees approved Agreement #19-80, in the amount of \$800,000.00, with Star of Ca, ERA ED, to provide classroom support as a consultant and 1 to 1 behavioral therapist for identified Special Education and General Education students during the 2019-2020 school year..

Amendment # 1 is required to add evaluation services through the end of the original agreement term, at no additional cost.

STAR of CA, ERA ED:

By: 

Doug Moes, President

Date: 4-29-20

OXNARD SCHOOL DISTRICT:

By: 

Lisa A. Franz, Director, Purchasing

Date: 5-12-2020

OXNARD SCHOOL DISTRICT

AGREEMENT #19-80 FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 21st day of August 2019, by and between the OXNARD SCHOOL DISTRICT, located at 1051 S A St, Oxnard, CA 93030, hereinafter referred to as "District" and STAR of CA, a Professional Psychological Corporation (DBA STAR of CA, and ERA ED) located 4880 Market St, Ventura CA 93003, hereinafter referred to as "Provider/Consultant".

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the Oxnard School District to contract with professionally trained Consultant provide professional development workshops and consultation support to para-educators and teachers working with students with emotional and behavioral challenges. Professional development workshops and consultation support will focus on building para-educator and teacher capacity for implementing individualized and classroom wide behavioral strategies to help resolve challenging behaviors and teach alternative behaviors that promote student success. ERA ED will also provide direct behavioral support to identified students to help stabilize them in their current placement or assist with transitions. In addition, ERA ED will collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.

WHEREAS, Provider in consideration of the mutual promises of the parties hereto, the District hereby retains the Provider upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, solely upon the following terms and conditions.

NOW THEREFORE, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree as follows:

1. **TERM OF AGREEMENT:** The term of this Agreement shall be for the period commencing

July 1, 2019 and terminating June 30, 2020

2. **SERVICES:** As directed by the District, Provider shall provide the services that are required by the District, including without implied limitation, the following: provide professional development workshops and consultation support to para-educators and teachers working with students with emotional and behavioral challenges. Professional development workshops and consultation support will focus on building para-educator and teacher capacity for implementing individualized and classroom wide behavioral strategies to help resolve challenging behaviors and teach alternative behaviors that promote student success. ERA ED will also provide direct behavioral support to identified students to help stabilize them in their current placement or assist with transitions. In addition, ERA ED will collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.

The scope of the services provided shall be pursuant to this Agreement and subject to the approval of the District's designee in the District's sole, absolute and subjective discretion. In performing the services specified by the District as set forth herein above, Provider shall determine the methods, details, and means of providing such approved or agreed services. However, upon request, Consultant shall submit a written summary of Provider's methods, details and means of providing such services.

Provider shall provide services at the direction of the District's designee in this matter who is designated as:

Katrina Madden
(Name)

Interim Director of Special Education Services
(Title)

LOCATION: Provider shall provide the contracted services at the following location:

Oxnard School District School Sites.

However, it is understood and agreed that the time and place said services shall be rendered may be changed from time to time as determined by the District's designee.

3. COMPENSATION: District shall pay Provider a maximum amount of \$800,000.00 pursuant to this Agreement. Provider shall be compensated at the rate of \$54.64 per hour for 1 to 1 behavioral support to students, \$106.15 per hour for behavioral consultation and supervision services, \$339.90 for 2 hours workshops, and \$679.80 for 4 hours workshops. The intensity and duration of services will be delivered as directed and determined by District.

Provider shall not be entitled to any other compensation or benefits from District of any kind or type, including, without implied limitation, benefits, insurance, and/or in-kind services.

Provider shall provide a monthly invoice to the District's designee detailing the service type, time spent, and date(s) of service of the services provided for the preceding month and any other billing breakdown as may be required by the District. Consultant shall, when requested by District, invoice individual projects separately by line item showing the type and quantity of time expended on the specific project(s). Consultant shall account for and invoice hours worked pursuant to this Agreement separately from any other agreement between the parties.

Progress payments shall be made by District at monthly intervals within a reasonable time thereafter, but in no event shall it exceed 60 days from receipt of an invoice from Consultant.

Provider shall assume all ordinary expenses incurred in connection with the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses, computer and telephone charges. Services and expenses that are above the ordinary and are required shall not be reimbursable unless previously authorized in writing by District's designee and controlled by a Board approved addendum to this Agreement.

4. INDEPENDENT CONTRACTOR: While performing services hereunder, the District and Consultant acknowledge that Provider is an independent contractor and not an officer, agent or employee of the District. Consequently, Provider shall pay all personal State and federal taxes as an independent contractor and acknowledges that, as an independent contractor, Provider is not covered under California workers' compensation, unemployment insurance or other employment-related laws.

Provider shall at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employees(s) or other representative(s) to perform any or all such service; provided however, because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein, without the prior written approval of the District's designee and the Superintendent in the District's sole absolute and subjective discretion. Any such attempts to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the prior written approval of the District shall be void and without effect, and shall permit the District to terminate this Agreement immediately with no further payments due to Provider for work subcontracted, transferred or assigned as of the date of termination or the transfer, subcontracting or assignment whichever first occurred. In the event Provider is given written approval for the use of subcontractors, Provider acknowledges that all subcontractors shall comply with Section 6, Criminal Background Checks, of this Agreement. Any failure of Provider's subcontractors to comply with the terms of Section 6 shall subject Provider to liability pursuant to Section 7, Indemnity, of this Agreement.

Any subcontractor(s) allowed shall be at no additional expense to the District, and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits and other amounts due to Provider's subcontractors, and shall be fully responsible for all reports and obligations respecting Provider's subcontractors.

5. INSURANCE: Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement, general liability, workers' compensation and any other insurance required by applicable law or necessary to protect against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Provider and Provider's subcontractors, agents, or representatives. All commercial general liability or comparable policies maintained by Provider will name the District, and such other persons as may be designated by the District as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, board members, and employees as a result of the acts or omissions of Provider. Provider must immediately notify District of any reduction or termination in coverage.

A. LIABILITY INSURANCE: The general liability insurance shall have an each occurrence limit of not less than one million dollars (\$1,000,000) or as solely determined by the District by and through the Superintendent or designee.

B. WORKERS' COMPENSATION INSURANCE: The workers' compensation insurance shall insure Provider's obligations and liabilities under the workers' compensation laws of the State of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

6. CRIMINAL BACKGROUND CHECKS: As an independent contractor providing services requested by the District, Provider warrants and represents that, in the performance of this Agreement, neither Provider nor any of Provider's employees, and subcontractors, if approved pursuant to Section 4 of this Agreement, shall have substantial contact with any students. However, in the event that Provider or any of Provider's employees, or subcontractors may have more than limited contact with students as may be determined by the District in its sole, absolute and subjective discretion, Provider and all of Provider's employees, and subcontractors shall comply with all requirements related to fingerprinting as set forth in Education Code section 45125.1, and all District Administrative Regulations relating to the same and Criminal Background Checks, prior to any contact with any students, including without implied limitation, prior to coming onto school grounds.

7. INDEMNITY: The Provider shall defend, with Counsel chosen by District, and shall hold and keep harmless the District and all of its officers, employees, volunteers, attorneys, agents and assigns thereof from all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury, in law or equity that may at any time arise or be set up because of injuries to or death of persons, including wrongful death, or damage to, loss, or theft of property, including District's personnel and property, in any manner arising out of, or in the course of, the performance of this contract or incident to any alleged acts, omissions or willful misconduct of Provider, Provider's subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of services of this Agreement, including without implied limitation, the payment of all consequential damages and attorney's fees and other related costs and expenses. Provider shall defend, with counsel chosen by District, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its board members, superintendent, employees, volunteers, attorneys and agents in any such suit, action or other legal proceeding. Provider shall reimburse District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its board members, superintendent, employees, volunteers, attorneys, agents and/or assigns.

8. CONFIDENTIALITY: Provider and all personnel designated by Provider to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. All materials and data prepared by Provider under this Agreement shall become the property of the District during and upon completion of the terms of this Agreement. All materials and data must be submitted to the District within 10 days of demand by the District.

9. CONFLICTS: Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Provider agrees to abide by the District's Conflict of Interest Policy. Notwithstanding any other provision contained herein, the District shall, in the District's sole and complete discretion, have the right to immediately terminate this Agreement in the event it is determined by the Superintendent that a real or apparent conflict of interest exists that cannot be resolved.

10. TERMINATION: Except as otherwise provided in this Agreement, this Agreement may be terminated for any reason by giving 30 days' written notice to the other party.

11. LICENSING: Provider shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the services required pursuant to this Agreement.

12. COMPLIANCE WITH LAWS: Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of services. In the event Provider performs any work contrary to such laws, rules and regulations, Provider shall be solely responsible for all costs arising there from.

13. GOVERNING LAW/VENUE: This Agreement shall be governed by the laws of the State of California, Ventura County. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services will not be deemed "goods" within the meaning of the Uniform Commercial Code. In the event of litigation, both parties agree that the appropriate venue shall be in the Superior Courts of the County of Ventura.

14. ASSIGNMENT: Provider agrees not to assign this contract or any interests therein without the approval in writing of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

15. SEVERABILITY: If any one or more of the provisions of this Agreement are hereafter declared void or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

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. ARBITRATION: Any claims or controversy arising out of or related to this Agreement, or the breach thereof, shall first attempt to be settled by non-binding mediation utilizing a mutually agreed mediator. Should a claim or controversy not be resolved via mediation either party may file an action in a court of competent jurisdiction as provided in Section 13 of this Agreement. Both parties hereto agree to waive any claims for consequential damages pertaining to this agreement.

18. INCORPORATION OF EXHIBITS: All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

19. ENTIRE AGREEMENT: It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself.

IN WITNESS THEREOF, the parties hereto have set their hands on the date and in the month and year written below.

OXNARD SCHOOL DISTRICT:



Lisa A. Franz, Director, Purchasing

8-28-19

Date

STAR of CA, ERA ED, VENTURA CA



Dr. Doug Moes, President, CEO

9-6-19

Date



STAR of CA
Behavioral & Psychological Services

E.R.A. Ed.
Evidence Based Resources Applied in Education

**4880 Market St.
Ventura, California 93003
ph: (805) 644-7827
fax (805) 650-1385
Corporate Headquarters
www.starofca.com www.eraed.com**

**2019/2020
PROGRAM DESCRIPTION OVERVIEW**

STAR of CA (DBA: ERA Ed.) provides a range of behavioral health services to support students with developmental disabilities and/or emotional behavioral disorders in addition to their families. Special Education students with a variety of problems can participate in our school-based services. These students may have or be at risk for an autism spectrum disorder (e.g., Autism, pervasive developmental disorder NOS, Asperger's) or emotional behavioral disorder (e.g., disruptive behavior disorder, anxiety or mood disorder) that may be interfering with their school performance and ability to participate in the least restrictive environment (LRE). Services provided include (1) behavior intervention development and modification (BID), (2) Behavior Intervention Implementation of Behavior Modification Plans (BII), (3) counseling and guidance services (CG), (4) parent counseling and training (PCT), and (5) other psychological services aside from assessment and IEP development (PS). ERA Ed.'s school based services are derived from evidence-based practices such as Applied Behavior Analysis (ABA), Positive Behavioral Support (PBS), Dialectical Behavioral Therapy (DBT), Parent Child Interaction Therapy (PCIT), and Cognitive Behavior Therapy (CBT).

ERA Ed. Service Delivery Options for VC SELPA School Districts

Consultation Support – ERA Ed. delivers consultation support to schools, classrooms, and student teams. This consultation support includes focused training to school personnel, classroom team members, and instructional assistants in specific areas of need, classroom coaching, program development, and intermittent team meetings to facilitate program development, implementation, and progress monitoring. In this approach ERA Ed. serves as an integral member of the team providing ongoing communication between team members (e.g., classroom staff, the school site administration, and the Director of Pupil Services). Intermittent progress reports are developed to summarize progress in staff and classroom development, identify ongoing areas of need, and generate recommendations for responding to those needs.

IEP Driven Services - ERA Ed. can deliver behavioral health services to specific students in order to build their requisite skills and resolve emotional and behavioral challenges necessary for the student to participate in the least restrictive environment, access their curriculum, and demonstrate progress toward IEP goals. As a supplement to



consultation support, the utilization of ERA Ed. for IEP driven services provides districts with an immediate response to addressing the needs of individual students. As part of a capacity building strategy for school districts, ERA Ed.'s delivery of such services creates an exemplar of effective behavioral health services. As the students emotional and behavioral challenges are resolved and relevant skills begin to emerge, an emphasis is placed on transferring responsibility for such behavioral health services back to district personnel so the student learns to benefit from the natural supports that exist within their classroom and district team members. The IEP process is essential for reviewing the progress of such ERA Ed. delivered behavioral health services and determining how these services are transferred back to school districts.

ERA Ed. Description of Services & Fee Schedule

Behavioral Services

Consultation (CNSLT) – includes a variety of staff and program development related activities designed to build capacity in school district personnel, teams, classrooms, and schools. The focus of ERA Ed. consultation support is to address areas of need that district staff may have in utilizing Applied Behavior Analytic methodologies and other best practices to serve students with autism and emotional behavioral disorders. Consultation services can be IEP driven or be initiated as part of a District's broader staff training and development efforts. Consultation support is often preceded by a formal or informal needs assessment

Instructional Assistant / Para-Educator Training – IEP driven consultation support designed to train district staff on implementation of a specific student's behavioral support plan, teaching to IEP goals, and carrying out data collection practices.

Classroom Program Development – Consultation support designed to enhance the ability of classrooms to respond to the educational needs of students with autism spectrum disorders. Emphasis is placed on optimizing the use of ecological arrangements, activity schedules, visual supports, communication systems, appropriate teaching strategies, and developing monitoring systems for reviewing student progress and staff success with program implementation. The consultation support is delivered through intermittent team meetings, small group trainings, and coaching within the classroom milieu.

Workshops – A variety of workshops can be developed for more general teacher training needs. Workshop content and format are determined through conducting brief needs assessments that would include discussion with district personnel and opportunities to observe within the settings in which the training content is to be applied. Follow up coaching delivered in the target settings is an essential component to the workshop model.



Assessments (FBA/FAA) - A comprehensive Functional Behavioral Assessment (FBA, FAA) is conducted in compliance with requirements set forth from IDEA and the Hughes Bill. The assessment takes place across multiple locations and visits. The assessment is 15 hours and includes development of (a) goals associated with student needs to inform programming, (b) a positive behavior support plan that addresses proactive, teaching and reactive strategies to address specific challenging behaviors and teach replacement behaviors, and (c) recommendations for service delivery to assist the treatment team in planning.

Direct Instruction (BII) -includes the implementation of Applied Behavior Analytic interventions (IBI) to students as part of their IEP in order to resolve challenging behavior, teach replacement behaviors, and develop academic readiness skills. Direct instruction can be delivered across all settings (e.g., school, home, community) deemed relevant to support implementation of the student's IEP.

Supervision (BID) – includes a range of supervisory activities designed to support implementation of the student's behavioral program as specified in their IEP. As part of supervision each ERA ED. direct interventionist is trained, evaluated, and monitored by the supervisor as part of our ongoing quality assurance process. The supervisor visits the child's school, or other settings in which intervention is delivered (e.g., home, community), weekly to assess the program, support the direct interventionist, and address classroom team and family questions or concerns. To ensure proper program implementation, fidelity of implementation data and reliability data are taken on each ERA Ed. direct interventionist. Supervision also includes the direct interventionist and supervisor meeting as needed to discuss the student's progress, review behavioral data, and make necessary program changes (e.g., modify goals, revise data collection systems, adapt teaching strategies). Report writing (i.e., monthly or quarterly based on IEP team decision), as well as participation in monthly team meetings and IEPs are part of the ERA Ed. supervision model.



Mental Health Services

Counseling and Guidance Services (CIMHA or CILMHP) – ERA Ed. counseling and guidance services include counseling in which the student is assisted in planning and implementing their short and long term educational program; personal counseling in which the student is helped to develop their social, emotional, and behavioral functioning in order to promote self-determination and personal responsibility. Counseling and guidance services can be delivered in either individual or group based modalities to best meet the needs of students, and are delivered in our mental health office suite, at the school site, and in the home when applicable. Counseling services are provided by licensed mental health professionals (e.g., psychologists, social workers, marriage and family therapists) and mental health practitioners (MFT Intern, Associate Clinical Social Worker, Registered Psychologist, Psychology Assistant).

Parent Counseling and Training (PCT) – ERA Ed. parent counseling and training services assist families in understanding the special needs of their child and providing them with information and strategies they can use to assist their child in reaching their short and long term educational program goals and objectives. These services are delivered individually in home and community settings as well as in our mental health office suite and can also be delivered via group-based formats using a psychoeducation model. These services are provided by licensed mental health professionals (e.g., psychologists, social workers, marriage and family therapists) and mental health practitioners (MFT Intern, Associate Clinical Social Worker, Registered Psychologist, Psychology Assistant).

Psychological Services (PsychServ) – ERA Ed. psychological services include conducting consultation, interviewing, assessment, diagnosis, and psychotherapy to assist students in implementing their short and long-term educational program goals and objective. These services are provided by licensed mental health professionals (e.g., psychologists, social workers, and marriage and family therapists).

Assessments (Psychoeducational, Education-Related Mental Health Services). ERA Ed. is able to conduct a wide range of psychological assessment services, including ERMHS assessments and individualized psychoeducational assessments. All assessment services are conducted by licensed mental health professionals, including psychologists when necessary.

Mental Health Consultation (CNSLT-MHA) – ERA ED. Mental Health Consultation involves performing collateral indirect activities to support direct student counseling services. This includes activities such as IEP attendance, goal development, progress reporting, staff support, linking treatment across environments, etc.



Behavioral Services				
1	Consultation	CNSLT	\$106.15	/hr
2	Assessments (FBA/FAA)	EVAL	\$106.15	/hr
3	Direct Instruction	BII	\$54.64	/hr
4	Supervision	BID	\$106.15	/hr
Mental Health Services				
5	Counseling & Guidance Services (CG)– Licensed Mental Health Professional	CILMHP	\$84.07	/hr
6	Counseling & Guidance Services (CG) –Mental Health Intern	CIMHA	\$63.05	/hr
7	Parent Counseling & Training (PCT) Licensed Mental Health Professional (CG)	CFLMHP	\$84.07	/hr
8	Parent Counseling & Training (PCT) –Mental Health Intern (CG)	CFMHA	\$63.05	/hr
9	Assessments (Psycho-educational, Education-Related Mental Health Services)	EVAL-MH	\$106.15	/hr
10	Psychological Services	PsychServ	\$106.15	/hr
11	Mental Health Consultation - Licensed Mental Health Professional	CNSLT-LMHP	\$84.07	/hr
12	Mental Health Consultation – Mental Health Intern	CNSLT-MHA	\$63.05	/hr
13	Crisis Management	CRISIS INT-MHA	\$63.05	/hr
14	Critical Incident Debriefing & Counseling	CRISIS INT-MHA	\$63.05	/hr
15	Grief/Trauma Response Counseling	CNSLT-MH	\$63.05	/hr
16	Bus Aide BID (10% discount applied)	BUS AIDE-BID	\$95.54	/hr
17	Bus Aide BII (10% discount applied)	BUS AIDE-BII	\$49.18	/hr



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/30/2019

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 Jones & Maulding Insurance P.O. Box 1312 Oxnard CA 93032	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Ellen Wenger</td> </tr> <tr> <td>PHONE (A/C No., Ext): (805) 486-4701</td> <td>FAX (A/C No.): (805) 486-2087</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: ellen@jandminsurance.com</td> </tr> </table>	CONTACT NAME: Ellen Wenger		PHONE (A/C No., Ext): (805) 486-4701	FAX (A/C No.): (805) 486-2087	E-MAIL ADDRESS: ellen@jandminsurance.com									
CONTACT NAME: Ellen Wenger															
PHONE (A/C No., Ext): (805) 486-4701	FAX (A/C No.): (805) 486-2087														
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INSURED	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 20%;">NAIC #</td> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: New York Marine & General Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C: Homeland Insurance Company of New York</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company		INSURER B: New York Marine & General Insurance Company		INSURER C: Homeland Insurance Company of New York		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

STAR of California, Inc.
 4880 Market Street
 Ventura CA 93003

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	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
LTB		INSD	WVVD				
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		PHPK2017123	07/31/2019	07/31/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" 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			PHPK2017123	07/31/2019	07/31/2020	COMBINED SINGLE LIMIT (Ca accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEF RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC201900020038	07/31/2019	07/31/2020	<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
	Sexual/Physical Abuse or Molestation Professional Liability			MFL-005193-0719	07/31/2019	07/31/2020	\$3,000,000 Per Occurrence \$6,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is named as Additional Insured with respects to General Liability, per PI-GLD-HS (10/11)

CERTIFICATE HOLDER Oxnard School District Pupil Services 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
--	--

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

 - (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, 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 when required by a contract.

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:

- (a) 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
- (b) 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.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna **Date of Meeting:** June 3, 2020

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #19-154 - Autism Learning Partners, LLC (DeGenna)

At the Board meeting of December 18, 2019, the Board of Trustees ratified Agreement #19-154 with Autism Learning Partners, LLC, in the amount of \$460,000.00, to provide 1:1 Behavior Support Services to students, parents, and staff during the 2019-2020 academic year. Services included:

- Focused ABA Services
- Social Skills Instruction
- ABA Progress Reporting, Training & Development
- Transition Planning for students demonstrating progress
- Positive collaboration with schools, parents and staff

Amendment #1, in the amount of \$120,000.00, will increase the amount of hours/students supported through the remainder of the fiscal year, for a new total agreement amount of \$580,000.00.

FISCAL IMPACT:

Not to exceed \$120,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #19-154 with Autism Learning Partners. LLC.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(1 Page\)](#)
[Agreement #19-154, Autism Learning Partners, LLC \(25 Pages\)](#)

**Amendment #1 to Agreement #19-154 with
Autism Learning Partners, LLC
June 3, 2020**

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Amendment # 1, in the amount of \$120,000.00, will increase the amount of hours/students supported through the remainder of the fiscal year, for a new total agreement amount of \$580,000.00.

AUTISM LEARNING PARTNERS, LLC:

By: _____
Jeffrey P. Winter, President & CEO

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OXNARD SCHOOL DISTRICT

Agreement #19-154

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 18th day of December 2019 by and between the Oxnard School District (“District”) and Autism Learning Partners LLC (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

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

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Four Hundred Sixty Thousand Dollars (\$460,000.00), per the attached hourly rate sheet as listed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WJ (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.

WJ (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.

WJ (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.

WS (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: Katrina Madden
Phone: 805.385.1501, x2175
Fax: 805.487.9648

To Consultant: Autism Learning Partners LLC
1055 E. Colorado Blvd., Suite 560
Pasadena, CA 91106
Attention: Nani Escudero
Phone: (818) 241.6780, x295
Fax:
Email: nescudero@autismlearningpartners.com

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

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

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

26. **Administration.** **KATRINA MADDEN** 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

1-13-2020

Date

Tax Identification Number: 95-6002318

AUTISM LEARNING PARTNERS LLC:

[Signature]

Signature

Vanessa Gonzalez Dir of Contracting
Typed Name/Title

4/19/19

Date

Tax Identification Number: 26 3494212

- Not Project Related
- Project #19-154

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #19-154

SERVICES

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

***PER ATTACHED 2019-2020 PROPOSAL/RATE SHEET**

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

***PER ATTACHED 2019-2020 PROPOSAL/RATE SHEET**

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. 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 #19-154

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #19-154

COMPENSATION

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

Total compensation shall not exceed Four Hundred Sixty Thousand Dollars (\$460,000.00), per the attached 2019-2020 Proposal/Rate Sheet, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$460,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #19-154

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.

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

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

B. General Liability, 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

Not Project Related

Project #19-154

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 #19-154

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #19-154

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, AUTISM LEARNING PARTNERS LLC, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: 1-13-2020

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

Description of Services

AUTISM LEARNING PARTNERS

Autism Learning Partners (ALP) is a company that specializes in treating Autism and related disorders with a behavior therapy program that is based on scientifically validated principals of applied behavior analysis (ABA). ALP staff is fully trained in ABA principals as well as safety-care to equip them to manage escalated behaviors and minimize situations to keep everyone safe. The behavior intervention is designed by employed Board Certified Behavior Analysts (BCBAs) who supervise over the Behavior Technicians (BTs) who implement the 1:1 services with individuals in home and school settings.

ALP's program is specifically designed to meet each child's needs and endeavors to respect the dignity and worth of each child; promote their capabilities; and expand each child's opportunities to function in everyday society. At ALP, we emphasize functional assessments, parent involvement, and social-peer interaction. The program consists of providing a variety of specific behavior therapy techniques— including but not limited to— prompting, fading, positive and differential reinforcement, instructional support, and discrete trial training. At ALP we emphasize close coordination with school personnel, as well as parent training and support. Autism Learning Partners will utilize behavioral intervention based on positive behavior supports to address challenging behaviors during treatment. ALP intervention is designed to increase positive and adaptive behaviors while reducing problem behaviors that impact a child's ability to engage functionally in his/her environment. ALP utilizes the least restrictive procedures to address problem behaviors as well as positive behavior change procedures when possible.

When challenging behaviors occur, the following guidelines are utilized by ALP behavioral intervention staff:

The "first line" strategy will be for the Clinical Supervisor to conduct a thorough functional assessment of behaviors to guide behavior and program modification.

Positive behavior support plans should be reviewed with the Clinical Director before implementation and will be implemented based on assessment. These plans will include the use of non-restrictive procedures to improve behavior.

Non-restrictive procedures utilized by ALP may include Instructional Control, Differential Reinforcement, Behavioral Contracts/Point Systems/Token Economies, Functional Communication Training, and Verbal Redirection.

Under the direction of the Clinical Director and funding source guidelines for use of restrictive procedures, ALP Clinical Supervisors may also write behavior support plans that include additional behavior reduction strategies (Level 1). Additionally, the Clinical Supervisor will revise programming to address ineffective strategies currently in place. If the use of Level 1 behavior reduction strategies is determined necessary, the Case Supervisor may write behavior support plans to use during sessions.

AUTISM LEARNING PARTNERS

If further behavior reduction strategies (Level 2) are determined necessary, a functional assessment and written treatment plan to implement such procedures will be discussed with the Clinical Director prior to implementation. These procedures will be used to address more than “typical” behavioral concerns with a client, it may be necessary to present the case and behavior plan to ALP’s Interdisciplinary Review Team (IRT) for further guidance. If approved by the Clinical Director and/or IRT, the behavior plan must be submitted to the child’s family and funding source contact for approval. Approval from all parties is required prior to the implementation of Level 2 strategies and implementation of these procedures would be specified in a written behavior support plan.

Emergency procedures (Level 3): Emergency procedures will only be utilized by staff to prevent a severe problem behavior. “Severe problem behavior” refers to behaviors which are self-injurious and may cause significant and/or permanent damage, assaultive, or cause property damage which may be a danger to the client or others in the environment.

It may be necessary to submit an incident report to the funding source if emergency procedures are implemented. When in doubt, it is best to immediately contact the funding agency to discuss further or submit an incident report anyway. If an incident report is submitted, it also may be necessary to contact the ALP interdisciplinary Review Team (IRT) and/or ALP Human Resource Department. These instances should be reviewed with the Clinical Director to assist in determining the inclusion of IRT and/or Human Resources.

Autism Learning Partners offers applied behavior analysis services to individuals in a 1:1 capacity, with regards to social and community interactions, classroom conduct, attention to school work, following directions and other behavioral goals as outlined in the students’ individual education program. Our programs generally serve individuals diagnosed with autism or other developmental disabilities and delays. The company understands that these disabilities can be difficult to bear alone. Thus, as a company, we pride ourselves in our exceptional staff who aim to work together with specialists, families, and schools to achieve the best possible outcome for each of our students.

2019 NPA SPECIAL EDUCATION AND RELATED FEES

Autism Learning Partners, LLC

9/28/2018

NPA Name

Date

Related Services	Service Abbreviation	Fees			Time Allotment (hour, day, or month)
		Individual	Group	Consult	
Adapted Physical Education - 5 CCR § 3051.5	APE				
Assistive Technology Services - 5 CCR § 3051.19	ATS				
Audiological Services - 5 CCR § 3051.2	AS				
Behavior Intervention – Design or Planning - 5 CCR § 3051.23	BID	\$120.00		\$120.00	Per Hour
Behavior Intervention – Implementation - 5 CCR § 3051.23	BII	\$55.00		\$55.00	Per Hour
Counseling and Guidance Services - 5 CCR § 3051.9	CG				
Early Education Programs for Children with Disabilities - 5 CCR § 3051.20	EE				
Health and Nursing Services - 5 CCR § 3051.12	HNS				
Language and Speech Development and Remediation - 5 CCR § 3051.1	LSDR				
Music Therapy - 5 CCR § 3051.21	MT				
Occupational Therapy Services - 5 CCR § 3051.6	OT				
Orientation and Mobility Instruction - 5 CCR § 3051.3	OM				
Parent Counseling and Training - 5 CCR § 3051.11	PCT				
Physical Therapy Services - 5 CCR § 3051.6	PT				
Psychological Services Other Than Assessment and IEP Development - 5 CCR § 3051.10	PS				
Recreation Services - 5 CCR § 3051.15	RS				
Social Worker Services - 5 CCR § 3051.13	SW				
Specialized Driver Training Instruction - 5 CCR § 3051.8	SDTI				
Specialized Services for Low Incidence - 5 CCR § 3051.16 <i>(MUST Identify Below) -</i>	LI				
<i>Briefly name Low Incidence:</i>					
Specially Designed Vocational Education and Career Development - 5 CCR § 3051.14	VECD				
Transcription Services - 5 CCR § 3051.22	TS				
Vision Services - CCR § 3051.7	VS				
Other Related Service - 5 CCR § 3051.24 <i>(MUST Identify Below)*</i>	OTH*				
<i>Name Other Service:</i>					

* NOTE: A service listed in this section must have staff who possess a license issued by an entity within the Department of Consumer Affairs or state licensing office; or credential issued by the California Commission on Teacher Credentialing authorizing the service and must be included in section NPA04 of this application packet.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2019

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 SullivanCurtisMonroe Insurance Services (LA) 1920 Main Street Suite 600 Irvine, CA 92614 www.SullivanCurtisMonroe.com License # 0E83670		CONTACT NAME: Josie Chaney PHONE: 213 233 0428 FAX (N/C, No): 213 892-1593 E-MAIL ADDRESS: JChaney@sullicurt.com	
INSURED Autism Learning Partners, LLC (See Named Insured schedule for addn'l names) 1055 E. Colorado Blvd, #500 Pasadena CA 91106		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Indemnity Insurance Co	NAIC # 18058
		INSURER B: Security National Insurance Company	33120
		INSURER C: Milford Casualty Insurance Company	26662
		INSURER D: Wesco Insurance Company	25011
		INSURER E: Technology Insurance Company, Inc	42376
		INSURER F: Hudson Excess Insurance Company	14484

COVERAGES CERTIFICATE NUMBER: 51062228 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	ADDITIONAL INSURED	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"/> Stop Gap - WA and OI GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>		PHPK2029820	9/1/2019	9/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OF AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			PHPK2029820	9/1/2019	9/1/2020	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000			PHUB691208	9/1/2019	9/1/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			SWC1257802 - All States	9/1/2019	9/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			MWC1028262 - CO	9/1/2019	9/1/2020	E.L. EACH ACCIDENT \$1,000,000
D				WWC3431172 - NY	9/1/2019	9/1/2020	E.L. DISEASE - EA EMPLOYEE \$1,000,000
E	If yes, describe under DESCRIPTION OF OPERATIONS below			TWC3824173 - AZ	9/1/2019	9/1/2020	E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			PHPK2029820	9/1/2019	9/1/2020	\$1,000,000 occ / \$3,000,000 agg
A	Sexual or Physical Abuse/Molestation			PHPK2029820	9/1/2019	9/1/2020	\$1,000,000 occ / \$2,000,000 agg
F	Cyber Liability			CYB100354100	9/1/2019	9/1/2020	\$1,000,000 occ / \$1,000,000 agg

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

Oxnard School District is named as an additional insured per the attached endorsement.

5/16/2019 and 5/16/2019

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District
 1051 South A St
 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

Gohar Petiryan

Gohar Petiryan

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ADDITIONAL REMARKS SCHEDULE

AGENCY SullivanCurtisMonroe Insurance Services (LA)		NAMED INSURED Autism Learning Partners, LLC (See Named Insured schedule for additional names) 10551 Colorado Blvd. #500 Pasadena CA 91106	
POLICY NUMBER PHPK2029820		EFFECTIVE DATE: 9/1/2019	
CARRIER Philadelphia Indemnity Insurance Co	NAIC CODE 18058		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability (03/16)

HOLDER: Oxnard School District

ADDRESS: 1051 South A St Oxnard CA 93030

ADDITIONAL NAMED INSURED:

- ALP Holding Corp.
- Autism Learning Partners, LLC
- Pacific Child & Family Associates, LLC
- Autism Services of Central Pennsylvania, LLC
- dba: Autism Services North, LLC
- Children's Learning Connection, LLC
- Autism Acquisition Holdings, Inc
- PCF Opco Holdings, Inc.
- Autism Intervention Specialists, LLC
- dba: Autism Learning Partners
- Aspire Autism, LLC
- Proof Positive ABA Therapies, LLC
- Autism Continuum Therapies, LLC
- Autism Learning Partners Holdings, LLC
- A is for Apple, Inc.
- Rachael Schneider Licensed Behavior Analyst, PLLC
- Brenda Monterie B.C.B.A. & Associates, Inc.
- dba: National Behavioral Care
- PCFA Speech Therapy Associates, Inc.

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following

- a. Coverage under this provision is afforded until the end of the policy period.
- 2. Each of the following is also an insured:
 - a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
 - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, 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 when required by a contract.

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:

- (a) 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
- (b) 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.

- m. **State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:
 - (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
 - (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You; if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Jesus Vaca

Date of Meeting: June 3, 2020

Agenda Section: Section D: Action Items

Adopt Proposed Decision of Administrative Law Judge regarding the Reduction in Particular Kinds of Service (OAH CASE NO. 2020040364) and Approve the Superintendent's Recommendation regarding the Layoff of Certificated Employees (Vaca)

Oxnard School District (District) administration projects that there will be budget constraints in the 2020-21 school year driven by declining enrollment in the District and the continued underfunding of education at the State and Federal level. Based on the budget constraints anticipated in the 2020-21 school year, on March 4, 2020, the Board of Trustees adopted Resolution No. 19-21 to reduce or discontinue particular kinds of services for the 2020-2021 school year.

A hearing on the District's proposed reduction in particular kinds of services and resulting layoffs was conducted before an Administrative Law Judge (ALJ) from the Office of Administrative Hearings on May 21, 2020. (OAH Case No. 2020040364)

The ALJ submitted a proposed decision on the issues on May 28, 2020, and the Board of Trustees is required by Education Code to consider the ALJ's decision and accept, modify, or reject the hearing officer's determination before the District provides final layoff notices to impacted employees, on or before June 13, 2020.

Following the Board's adoption of Resolution No. 19-21, District staff determined that certain positions no longer need to be reduced or eliminated, or that certain employees subject to layoff could be assigned to other positions vacate by more senior employees through attrition. As a result, the Superintendent has rescinded layoff notices for several employees and revised his recommendation regarding the termination of employees as a result of the reductions in services. The Superintendent recommends that the Board approve the dismissal of the employees named in the Final Layoff List below, which includes the list of Respondents from the hearing on OAH Case No. 2020040364, one multiple subject teacher who did not request hearing, and two multiple subject teachers who did not submit a Notice of Participation for the hearing process, effective upon the close of the current school year.

Final Layoff List as of May 21, 2020

- 1 Sandra Alonso
- 2 Gabriela Ambriz
- 3 Jasmin Arceo
- 4 Donna Bragg
- 5 Andrew Browning
- 6 James Bruce
- 7 Davina Cardone
- 8 Laura Dann

- 9 Diana Donovan
- 10 Justin Donovan
- 11 Alyxandra Dudley
- 12 Nicole Espinoza
- 13 Cassandra Ferris
- 14 Rochalle Ford
- 15 Eder Fuentes
- 16 Mary Garcia
- 17 Belinda Garcia Martinez
- 18 Susan Green
- 19 Sandra Hammond
- 20 Tricia Henry
- 21 Christine Iverson
- 22 Arlene Jimenez
- 23 Adam Kinberg
- 24 Brett Lane
- 25 Mary Lang
- 26 Maleah Lopez
- 27 Joan Louth
- 28 Max Madrigal
- 29 Laura Mason
- 30 Claudia Medrano
- 31 Deborah Milne
- 32 Patricia Peterson
- 33 Brennan Pope
- 34 Richard Raddas
- 35 Deanna Romero
- 36 Wendy Sanchez
- 37 Kimberly Sharp
- 38 James Sisco
- 39 Breana Varela
- 40 Christina Velarde
- 41 Maribel White

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt the Administrative Law Judge's Proposed Decision on the District's resolution to reduce particular kinds of services and to layoff certain certificated employees as recommended by staff, and approve the layoff of the employees named in the Final Layoff List, as presented.

ADDITIONAL MATERIALS:

Attached: [OAH 2020040364 ALJ's Proposed Decision \(17 pages\)](#)

**BEFORE THE
GOVERNING BOARD OF THE
OXNARD SCHOOL DISTRICT
STATE OF CALIFORNIA**

In the Matter of the Reduction in Force of:

**CERTIFICATED EMPLOYEES OF THE OXNARD SCHOOL
DISTRICT,**

Respondents

OAH No. 2020040364

PROPOSED DECISION

Irina Tentser, Administrative Law Judge with the Office of Administrative Hearings, heard this matter on May 21, 2020, in Los Angeles, California.

Erika D. Anderson, Attorney at Law, appeared and represented complainant Karling Aguilera-Fort, Superintendent for the Oxnard School District (District).

Amy Jo Cannon and Alejandro Gutierrez, Attorneys at Law, appeared and represented the following respondents, Donna Bragg; Davina Cardone; Diana DeMars; Justin Donovan; Rochelle Ford; Tricia Henry; Brett Lane; Joan Louth; Laura Mason; Brennan Pope; Kimberly Sharp; Patty Peterson; Andrew Browning; Maribel White; Nicole Espinoza; Lauren Dann; Claudia Medrano; Debra Milne; Gabriela Ambriz; Deanna Romero; Arlene Jimenez; James Sisco; Breanna Varela; Christian Velarde; Sandra Alonso; Diana Donovan; Cassandra Ferris; Eder Fuentes; Susan Green; Sandra

Hammond; Maleah Lopez; Mary Lang; Belinda Garcia; Mary Garcia; Richard Raddas; Wendy Sanchez; and Yocelin Valencia (Represented Respondents). All Represented Respondents were present at the hearing, except Sandra Alonso, Gabriela Ambriz, Donna Bragg, Andrew Browning, Alyxandra Dudley, Cassandra Ferris, Mary Garcia, Susan Green, Laura Mason, Deborah Milne, Brennan Pope, Deanna Romero, Wendy Sanchez, Yocelin Valencia, and Christina Velarde.

Respondent Carmen Serrano (Respondent Serrano) was not represented and did not appear at hearing.

The parties presented evidence and argument at the hearing. At the conclusion of the hearing, the administrative law judge closed the record and took the matter under submission.

FACTUAL FINDINGS

Background and Jurisdictional Matters

1. Respondents are all certificated employees of the District.
2. On March 9, 2020, Dr. Karling Aguilera-Fort, Superintendent with the District, mailed to all respondents by certified United States mail, with return receipt requested, a written notice that he would be recommending to the Board that notice be given to each respondent that his or her services may not be required in the 2020-2021 school year, and that each respondent had the right to request a hearing pursuant to Education Code sections 44949 and 44955. (Ex. 3.)
3. On April 8, 2020, complainant filed the District Statement of Reduction in Force in his official capacity as the Superintendent for the District.

4. By April 14, 2020,¹ all Represented Respondents except Yocelin Valencia acknowledged service of the District Statement of Reduction in Force and delivered to the District a Notice of Participation requesting a hearing. On April 23, 2020, an Amended Notice of Participation was delivered to the District which added Yocelin Valencia to the list of Represented Respondents who acknowledged service of the District Statement of Reduction in Force and requested a hearing.

5. On a date not established by the evidence, Respondent Serrano requesting a hearing and filed a Notice of Participation.

6. On April 20, 2020, the District filed and served on each respondent a Notice of Hearing.

Reduction Resolution

7. On March 4, 2020, the Governing Board (Board) of the District adopted Resolution No. 19-21, Reduction or Discontinuation of Particular Kinds of Service (Reduction Resolution). The purpose of the Reduction Resolution was to reduce or discontinue particular kinds of certificated services no later than the beginning of the 2020-2021 school year. Specifically, the resolution required the reduction of 68 Full Time Equivalent (FTE) positions by reducing various types of services. The FTE positions that the Board determined to reduce or discontinue are described as follows:

Kind of Service	FTE positions
K-6 Multiple Subject Teachers	43.0

¹ The District did not object on the grounds of untimeliness to the Notice of Participation.

Single Subject – Physical Education	5.0
Single Subject – Social Science Teacher	2.0
Single Subject – Science Teacher	2.0
Single Subject – Music Teacher	3.0
Teacher on Special Assignment – Dual Language Immersion	1.0
Teacher on Special Assignment – Newcomer	1.0
School Counselor	8.0
Assistant Principals	3.0
TOTAL FTE POSITIONS	68.0

8. The services which the District seeks to reduce or discontinue are particular kinds of services that may be reduced or discontinued under Education Code section 44955. Except as otherwise provided by law, the services of a permanent employee may not be terminated under the provisions of Education Code section 44955 while any probationary employee, or any other employee with less seniority, is retained to render a service which the permanent employee is certificated and competent to render. (Legal Conclusion 6.)

9. Represented Respondents' argument that Education Code section 44955.5, rather than Education Code section 44955, is applicable to the employee reductions; that the District's RIF notices were premature because they were based on potential budgetary shortfalls for the 2020-2021 school year; and that the Board did

not properly account for the District's prospective pandemic employee needs, are unconvincing. (Ex. B.)

10. On the contrary, the decision by the Board to reduce or discontinue services was neither arbitrary nor capricious, but rather a proper exercise of the District's discretion, governed by Education Code section 44955. At the time of the Reduction Resolution, the District faced ongoing declining enrollment and a budget shortfall of 13 million dollars. Accordingly, the reduction and discontinuation of services are related to the welfare of the District and its pupils, and it has become necessary to decrease the number of certificated employees as determined by the Board.

11. The Reduction Resolution was furnished to each respondent with the notification mailed on March 9, 2020, as set forth in Factual Finding 2. All jurisdictional requirements have been met.

The Tiebreaking, Skipping, and Bumping Criteria

12. As part of its Reduction Resolution, the Board determined that the District has a specific need for personnel to teach specific courses of study or provide pupil personnel or health services, and to retain certificated employees possessing the special training and experience needed to teach such courses or provide such services that other employees with greater seniority do not possess (Skipping Criteria). The Board determined to exclude from the Reduction Resolution any permanent or probationary certificated employee who satisfied the Skipping Criteria. Specifically, the Board determined to retain the employment of any certificated employee in the particular kind of services identified in the Reduction Resolution, regardless of seniority, to the extent the certificated employee possessed either of the following

credentials, is presently assigned within the scope of that credential, and will be assigned within the scope of that credential for the 2020-2021 school year: (1) a credential authorizing the teaching of special education classes; or (2) a Bilingual Cross-Cultural Language and Academic Development (BCLAD) certificate.

13. As part of its Reduction Resolution, the Board determined that the District shall retain employees who are certificated and competent to render services over more senior employees who are not certificated or competent to render the same services. (Skipping Rights.) For these purposes, the District defined "competent" as follows: "(1) The employee has actually rendered instruction or service in the subject matter area in which s/he claims to be entitled to render instruction or service in or after the 2009-2010 school year, whether for the District or another school district; and (2) the employee possesses a BCLAD, CLAD, SB 1969, or other certificate authorizing him/her to instruct English Learner students." (Ex. 2, p. 7.)

14. As part of its Reduction Resolution, the Board identified criteria to be applied to resolve ties in seniority between certificated employees (Tiebreaking Criteria). Employees sharing the same first date of paid probationary service to the District were awarded points based on the following Tiebreaking Criteria:

1. Possession of credential(s) authorizing service for the District on March 15, 2020
2. Subject matter authorization held on March 15, 2020, including supplemental authorizations, on credential(s) authorizing service for the District
3. Possession of Bilingual Cross-Cultural Language and Development certificate or its equivalent on March 15, 2020

4. Column placement on salary schedule as of March 15, 2020
5. Service as BTSA Mentor teacher within 2019-2020 school year and/or two immediately preceding school years
6. Service as Department Chairperson or Instructional Team Leader
7. Possession of a License through the Board of Behavioral Sciences (Educational Psychologist)

(Ex. 2, p. 12.)

Implementation of Reduction Resolution

15. Dr. Ed Bond, Director of Certificated Human Resources for the District, testified about how the District carried out the Reduction Resolution.

16. The District created a seniority list, taking into account each certificated employee's first date of paid service, job class description, school assignment, and permanent status. (Ex. 9.) The seniority list ranked District employees, including respondents, in order of seniority. After applying the Tiebreaking Criteria to the seniority list, Dr. Bond created a chart of the employees whose services would be terminated pursuant to the Reduction Resolution. (Ex. 10.)

17. The lay-off notices of Amelia Taylor-Gonzalez, Tracy Gordon, and Yolanda Pandolfi were rescinded using the BCLAD Skipping Criteria. (Ex. 10.) Natalie Arceo's lay-off notice was rescinded based on her reassignment to Special Education. Robert Paul Brown's lay-off notice was rescinded based on his reassignment to Science. Rusty Lanning's and Thomas Gonzalez's lay-off notices were rescinded after applying Tiebreaking Criteria. The lay-off notices of Patrick Price, Yvonne Garcia, Jovan

Mosby, Cecilia Arredondo, and Maureen Aryeetey were rescinded. None of the foregoing employees are respondents in this case.

18. No certificated employee junior to any respondent was retained by the District to render a service for which a respondent was certificated and qualified to render. No respondent claimed bumping rights.

Tiebreaking Criteria Based on Service as Department Chairperson or Instructional Team Leader

19. Represented Respondents challenged the District's seniority Tiebreaking Criteria awarding one point based on a teachers' service as department chairperson or instructional team leader as being capricious and arbitrary. They argued that the means of choosing teachers to serve in these capacities was inconsistent from site to site, with some positions being offered to volunteers while others were not. (Ex. B.) District argued, in turn, that service as a department chairperson or instructional team leader is relevant to the continuing needs of the District and its students, and in breaking a tie among employees with the same first date of probationary service, it is appropriate to award higher seniority to employees who have served in such leadership positions. During his testimony Dr. Bond admitted that while he collected information from sites about which employees subject to lay-off served in the tiebreaking positions for purposes of awarding a point potentially leading to higher seniority, he did not know how various school sites chose their department chairpersons or instructional team leader.

20. Here, all the respondents who challenged the seniority Tiebreaking Criteria are subject to layoff even after the application of those criteria, regardless of whether a respondent was awarded a point for serving as a department chairperson or

instructional team leader. Accordingly, this decision need not and does not address whether awarding a tiebreaking point to a teacher who served as a department chairperson or instructional team leader was arbitrary or capricious, because it is not relevant in this matter.

LEGAL CONCLUSIONS

Statutory Framework

1. The District's teacher layoff process, also referred to as a reduction in force, is governed by Education Code sections 44949 and 44955. Education Code section 44955.5, based on an anticipated budget shortfall, is inapplicable in this matter, as set forth in Factual Findings 9 and 10.

2. Education Code section 44949, subdivision (a), states in pertinent part: "No later than March 15 and before an employee is given notice by the governing board that his or her services will not be required for the ensuing year for the reasons specified in Education Code section 44955, the governing board and the employee shall be given written notice by the superintendent of the district or his or her designee . . . that it has been recommended that the notice be given to the employee, and stating the reasons therefor."

3. Notice to the employee is sufficient "when it is delivered in person to the employee to whom it is directed, or when it is deposited in the United States registered mail, postage prepaid and addressed to the last known address of the employee." (Ed. Code, § 44949, subd. (d).)

4. A respondent must file his or her notice of participation, if any, within five days after service of the District's Statement of Reduction in Force. (Ed. Code § 44949, subd. (d).)

5. The parties complied with the notice and jurisdictional requirements set forth in Education Code sections 44949 and 44955, or compliance was waived, as set forth in Factual Findings 1 through 6, and 9 through 11.

Reduction Resolution

6. A school district cannot terminate the services of a permanent or probationary employee for causes other than those specified in the Education Code. (Ed. Code § 44955, subd. (a).) Education Code section 44955, subdivision (b), authorizes a school district to terminate the services of permanent or probationary teachers under the following circumstances and subject to the following conditions:

Whenever . . . a particular kind of service is to be reduced or discontinued not later than the beginning of the following school year, . . . and when in the opinion of the governing board of the district it shall have become necessary by reason of any of these conditions to decrease the number of permanent employees in the district, the governing board may terminate the services of not more than a corresponding percentage of the certificated employees of the district, permanent as well as probationary, at the close of the school year. Except as otherwise provided by statute, the services of no permanent employee may be terminated under the provisions of this section while any probationary

employee, or any other employee with less seniority, is retained to render a service which said permanent employee is certificated and competent to render.

7. A school district may reduce services within the meaning of Education Code section 44955, subdivision (b), "either by determining that a certain type of service to students shall not, thereafter, be performed at all by anyone, or it may 'reduce services' by determining that [proffered] services shall be reduced in extent because fewer employees are made available to deal with the pupils involved." (*Rutherford v. Board of Trustees* (1976) 64 Cal.App.3d 167, 178-179.)

8. Boards of education hold significant discretion in determining the need to reduce or discontinue particular kinds of services. (*Rutherford v. Board of Trustees, supra*, 64 Cal.App.3d at p. 167.) Such policy-making decisions are not subject to arguments as to the wisdom of their enactment, their necessity, or the motivations for the decisions. (*California Teachers Assn. v. Huff* (1992) 5 Cal.App.4th 1513, 1529.) Such decisions and actions must be reasonable under the circumstances with the understanding that "such a standard may permit a difference of opinion." (*Santa Clara Federation of Teachers v. Governing Board* (1981) 116 Cal.App.3d 831, 845.) The process of implementing layoffs is very flexible and school districts retain great flexibility in carrying out the process. (*Zalec v. Governing Bd. of Ferndale Unified School Dist.* (2002) 98 Cal.App.4th 838.)

9. In this instance, the Board's decision to reduce services was a proper exercise of the District's discretion. While Represented Respondents argued that the proposed reduction in force was based on anticipated, rather than existing, budget deficits and was premature based on potential future District employee needs related to the pandemic, no convincing evidence was presented to show that the proposed

reductions in services violated any statutory or regulatory requirement governing the District. (Factual Finding 10). The services to be discontinued are particular kinds of services within the meaning of Education Code section 44955. The Board's decision to reduce or discontinue the identified services was neither arbitrary nor capricious, and the District has acted reasonably and within the scope of its flexible authority in carrying out the process. The reduction or discontinuation of services relates solely to the welfare of the District's schools and pupils within the meaning of Education Code section 44949.

Tiebreaking Criteria

10. Education Code section 44955, subdivision (b), states:

As between employees who first rendered paid service to the district on the same date, the governing board shall determine the order of termination solely on the basis of needs of the district and the students thereof. Upon the request of any employee whose order of termination is so determined, the governing board shall furnish in writing no later than five days prior to the commencement of the hearing held in accordance with Section 44949, a statement of the specific criteria used in determining the order of termination and the application of the criteria in ranking each employee relative to the other employees in the group. This requirement that the governing board provide, on request, a written statement of reasons for determining the order of termination shall not be interpreted to give

affected employees any legal right or interest that would not exist without such a requirement.

11. Here, the Board established a point system that gave more seniority to those employees who scored more points on a point system that served the needs of the District and its students. By sending a copy of the Reduction Resolution to each respondent at the time of the notice described in Factual Finding 2, the District property furnished respondents with a statement of the specific criteria used in determining the order of termination and the application of the criteria in ranking each employee relative to the other employees in the group.

12. No evidence was produced to dispute the analysis made by Dr. Bond in applying the Tiebreaking Criteria to the seniority list.

13. Respondents introduced evidence that the Tiebreaking Criteria of awarding a point based on department chairperson or instructional team leader by the District may be arbitrary or capricious and may, therefore, result in errors in seniority dates for Represented Respondents who are challenging that Tiebreaking Criteria. However, adjustment of Represented Respondents seniority based on the elimination of the one point for department chairperson or instructional team leader will not impact whether any of the Represented Respondents are retained for the 2020-2021 school year. (Factual Finding 19 and 20.) Because this adjudication is authorized by sections 44949 and 44955 of the Education Code, the scope of inquiry is limited to *order of termination* of a certificated employee subject to the lay-off notice. Accordingly, because seniority list adjustment of Represented Respondents who challenge the department chairperson or instructional team leader Tiebreaking Criteria will not impact their order of termination, this decision will not address whether the criterion is arbitrary and capricious.

14. Accordingly, the Board complied with Education Code section 44955, subdivision (b), in establishing the Tiebreaking Criteria to distinguish among certificated employees who first rendered paid probationary services on the same date.

Skipping Criteria

15. Education Code Section 44955, subdivision (d), provides additional requirements when a school district proposes to skip teachers in the layoff process. It states in pertinent part:

Notwithstanding subdivision (b), a school district may deviate from terminating a certificated employee in order of seniority for either of the following reasons:

(1) The district demonstrates a specific need for personnel to teach a specific course or course of study . . . , and that the certificated employee has special training and experience necessary to teach that course or course of study . . . , which others with more seniority do not possess.

16. Junior teachers may be given retention priority over senior teachers if the junior teachers possess the special training and experience to teach a specific necessary course that is not possessed by their more senior colleagues. (Ed. Code, § 44949, subds. (b) and (d)(1); *Poppers v. Tamalpais Union High School District* (1986) 184 Cal.App.3d 399.)

17. The District has demonstrated a specific need to exclude from the layoff process and retain a junior employee to teach a specific course or course of study by

adopting Skipping Criteria for special education training and BCLAD certification. Consequently, the District complied with Education Code section 44955, subdivision (d), in establishing the Skipping Criteria to retain certificated employees possessing the special training and experience needed to teach such courses, or provide such services, that other employees with greater seniority do not possess.

Bumping Rights

18. According to Education Code § 44955, subdivision (b), a school district is prohibited from terminating the services of a permanent employee while retaining any probationary employee, or any other employee with less seniority, to render a service which the permanent employee is "certificated and competent to render." (Legal Conclusion 6.) Hence, if a school district notifies a senior teacher that his or her position is subject to reduction or discontinuance, the senior teacher has the right to transfer to a continuing position which he or she is certificated and competent to fill.

19. The term "certificated" is defined by the provisions of the Education Code pertaining to credentials, but "competent" is not specifically defined. School districts have broad discretion to establish competency standards for purposes of exercising bumping rights, limited by a reasonableness standard. (*Duax v. Kern Community College District* (1987) 196 Cal.App.3d 555, 564-65.) Competency may be defined in terms of skills and special qualifications for a position. (*Forker v. Board of Trustees* (1994) 160 Cal.App.3d 13.)

20. In this instance, the Board's definition of competence was reasonable and related to the special qualifications of the position. No respondent in this case, however, argued that they had the right to bump a junior employee pursuant to the

Reduction Resolution. No junior certificated employee is scheduled to be retained to perform services that a more senior employee is certificated and competent to render.

Disposition

21. Cause exists under Education Code sections 44949 and 44955 for the reduction of the particular kinds of service set forth in the Reduction Resolution, which cause relates solely to the welfare of the District's schools and pupils. (Factual Findings 7-20.) The District may lay off Represented Respondents and Respondent Serrano, in reverse order of seniority, in order to reduce services, based on all the foregoing.

ORDER

1. The District Statement of Reduction in Force is sustained as to respondents Donna Bragg, Davina Cardone, Diana DeMars, Justin Donovan, Rochelle Ford, Tricia Henry, Brett Lane, Joan Louth, Laura Mason, Brennan Pope, Kimberly Sharp, Patty Peterson, Andrew Browning, Maribel White, Nicole Espinoza, Lauren Dann, Claudia Medrano, Debra Milne, Gabriela Ambriz, Deanna Romero, Arlene Jimenez, James Sisco, Breanna Varela, Christian Velarde, Sandra Alonso, Diana Donovan, Cassandra Ferris, Eder Fuentes, Susan Green, Sandra Hammond, Maleah Lopez, Mary Lang, Belinda Garcia, Mary Garcia, Richard Raddas, Wendy Sanchez, Carmen Serrano, and Yocelin Valencia.

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2. Notice shall be given to respondents in reverse order of seniority that their services will not be required for the 2019-2020 school year because of the reduction or discontinuance of particular kinds of services. Where necessary, that notice shall indicate if less than a full time equivalent position is affected.

DATE: May 26, 2020

DocuSigned by:
Lina Jentsen
ADD1484FB193489...

Administrative Law Judge
Office of Administrative Hearings

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 3, 2020

Agenda Section: Section D: Action Items

Approval of Agreement #19-213 with Caldwell Flores Winters, Inc. to Provide a Voter Opinion Survey (Aguilera-Fort)

The Oxnard School District (District) is seeking to commission Caldwell Flores Winters, Inc. (CFW) to undertake a scientific, random sample opinion survey to identify voter support for planned district improvements as presented in the Enhanced Master Construct Program. The survey will specifically test the public's attitude toward the District, a potential project list, and tax tolerance levels of voters for proposed project improvements. The survey will also benchmark voter attitudes toward a potential voter-approved measure as well as themes that may appeal to voters. Upon completion of the survey, CFW will provide a presentation of survey results to the Board.

FISCAL IMPACT:

The survey shall be conducted for a flat fee of \$22,500.00, to be paid from the District's Developer Fee fund or any other allowable sources, and is payable upon presentation of survey results to the Board.

RECOMMENDATION:

It is the recommendation of the District's Superintendent that the Board approve Agreement #19-213 with Caldwell Flores Winters, Inc. to provide a voter opinion survey.

ADDITIONAL MATERIALS:

Attached: [Agrmt #19-213 CFW Voter Survey \(2 pages\)](#)



May 28, 2020

Dr. Karling Aguilera-Fort, Superintendent
 Oxnard School District
 1051 South A Street
 Oxnard, CA 93030

Dear Dr. Aguilera-Fort,

We value the opportunity to work with the Oxnard School District (the District) on your survey research to explore the feasibility of a general obligation bond program for the District. Caldwell Flores Winters will work directly with the District to conduct a survey tool to meet the District's needs. Below please find a summary of the survey's proposed objectives, methodology, costs, and survey results.

Objectives

The purpose of undertaking a scientific, random sample opinion survey is to identify voter support for planned district improvements. The survey will specifically test the public's attitude toward the District, a potential project list, and tax tolerance levels of voters for proposed project improvements. The survey will also benchmark voter attitudes toward a potential voter-approved measure as well as themes that may appeal to voters.

Methodology

A statistically accurate sample of approximately 350-450 registered voters living within the District will be undertaken. The demographic characteristics of the population interviewed will reflect the population of target voters in the District. This sample will represent target voters in the District across various demographic variables including age, gender, and political party affiliation. Trained professionals will interview the sample group through telephone interviews. The average interview typically lasts about 10-15 minutes.

Costs

The survey shall be conducted for a flat fee of \$22,500, payable upon presentation of survey results to the District.

Survey Results

Once the survey is completed, CFW will provide a presentation of survey results to the Board. CFW agrees to provide recommendations to the capital plan based on the survey results.

Upon the District's approval, please sign this letter and return it to Emilio Flores at emilio@cfwinc.com.

APPROVED

Emilio Flores

Emilio Flores, Chief Executive Officer

Dr. Karling Aguilera-Fort, Superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: June 3, 2020

Agenda Section: Section D: Action Items

Approval of Haydock School Name Change Recommendation (Aguilera-Fort)

The Administration was tasked with exploring alternatives for a change of name for Haydock School. Community input was sought for suggestions for a new name, and a citizens' advisory committee was formed to evaluate the suggestions and come up with a recommendation for the Superintendent to present to the Board. The Board of Trustees will be asked to consider the Superintendent's recommendation for a proposed name.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees consider approval of the recommendation for the change of name for Haydock School.

ADDITIONAL MATERIALS:

Attached: [Presentation - Haydock Name Change \(6 pages\)](#)

Haydock Academy of Arts & Sciences

Name Change Action Item

June 3, 2020



Timeline

- May 2019
 - Board voted to look at changing the name
- December 2019
 - Board voted to move forward with the process



- January 2020
 - Name Survey available to community from January 10th-30th
 - Staff Meeting- Staff Values
 - Community Meeting-Values
- February and March 2020
 - Citizen Advisory Committee
- May 2020
 - Leadership students from Haydock voted (met twice)
 - WEB, ASB and CAC student members



Community Voice

Community Survey

- 928 interactions with the survey in English and Spanish
 - 435 Student
 - 145 Alumni
 - 106 Parent
 - 87 Staff
 - 136 Neighborhood/Resident
 - 237 Other/General Oxnard School District
- Note: A survey taker could have marked more than one status i.e.: a parent could also be an alumni and neighborhood resident



Citizen Advisory Committee

- Met three times to review purpose, names and research.
- Committee Requested that students have an opportunity to vote on the final five school names.



Board Policy

As a reminder, Board Policy 7310 Naming of Facility outlines the following guidelines:

The Board of Trustees shall name schools in recognition of:

- Individuals, living or deceased, who have made outstanding contributions to the county or community
- Individuals, living or deceased, who have made contributions of state, national or worldwide significance
- The geographic area in which the school or building is located



