

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

AGENDA

REGULAR BOARD MEETING

Wednesday, April 14, 2021

5:00 PM - Open Regular Meeting

5:30 PM - Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

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

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

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

Or join by phone:

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

US: +1 669 900 6833

Webinar ID: 825 6130 5262

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

April 14, 2021

Section A: PRELIMINARY

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

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

ROLL CALL VOTE:

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

A.2. Pledge of Allegiance to the Flag

Ms. Confidence Johnson, Principal, Marina West School, will introduce Orabella Langarica, Kindergarten student in Mrs. Kang's class, who will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

The District's Mission and Vision Statement will be read in English by Alexander London, 5th grade student in Mr. Foster's class at Marina West, and in Spanish by Mauricio Lievano Jr., 5th grade student in Mrs. Laraia's class at Marina West.

A.4. Presentation by Marina West School

Ms. Confidence Johnson, Principal, Marina West School, will provide a short presentation to the Board regarding Marina West. Tokens of appreciation will be forwarded via U.S. Mail to the Marina West students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.6. 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.7. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- OAH Case #2021020814

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

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

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment
 - o Manager, Special Education

A.8. Reconvene to Open Session (7:00 PM)

A.9. 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.10. Introduction of Newly Appointed Oxnard School District Administrators (Aguilera-Fort)

Introduction of Newly Appointed Oxnard School District Administrators:

- Dr. Jodi Nocero, Director, Pupil Services
- Dr. Ingrid Jaimes, Manager, Special Education
- Dr. Matthew Rubin, Principal

A.11. Adoption and Presentation of Resolution #20-22 in Recognition of Michael "Chris" Ridge (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees adopt and present Resolution #20-22 in recognition of Michael "Chris" Ridge, Director of Pupil Services.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.12. Adoption of Resolution #20-23 Denouncing Hate Crimes and Bigotry Targeting Asian Americans and Pacific islanders (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #20-23 Denouncing Hate Crimes and Bigotry Targeting Asian Americans and Pacific islanders.

Board Discussion:

Moved:

Seconded:

Vote:

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

ROLL CALL VOTE:

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

A.13. Adoption and Presentation of Resolution #20-24 in Recognition of National Assistant Principals Week 2021 (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees adopt and present Resolution #20-24 in recognition of National Assistant Principals Week 2021.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section B: PUBLIC COMMENT/HEARINGS

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

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

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

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

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

The Board particularly invites comments from parents of students in the District.

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

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

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

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

Section C: CONSENT AGENDA

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

Board Discussion:

Moved:

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

Seconded:

Vote:

ROLL CALL VOTE:

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

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

C.1. Acceptance of Gifts (Aguilera-Fort)

Oxnard Educators Association presented a donation of two to three new hardcover books to each school library in the Oxnard School District in honor of Read Across America 2021. It is the recommendation of the Superintendent that the Board of Trustees accept the donation from the Oxnard Educators Association.

C.2. Enrollment Report (Quinto)

District enrollment as of March 31, 2021 was 15,073. This is 614 less than the same time last year.

C.3. Purchase Order/Draft Payment Report #20-07 (Quinto/Franz)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #20-07 as submitted.

C.4. Request for Approval of Resolution #20-21 Identifying District Representatives to the State Allocation Board (Quinto)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #20-21 appointing Ruth F. Quinto, CPA, Assistant Superintendent, Business & Fiscal Services, as an authorized District Representative with OPSC/SAB, and authorize its filing with the SAB.

C.5. 2020-2021 2nd Quarter Williams VCOE Activity Report (Torres/Magaña)

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees review and accept the 2020-2021 2nd Quarter Williams VCOE Activity Report, as presented.

C.6. Approval of the 2020-21 Quarterly Report on Williams Uniform Complaints, Third Quarter (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2020-21 Quarterly Report on Williams Uniform Complaints, third quarter, as presented.

C.7. Personnel Actions (Torres/Batista/Nair)

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

C.8. Establish/Abolish/Increase/Reduce Hours of Positions (Torres/Nair)

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

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and reduction of positions as presented.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.9. Approval of Agreement/MOU #20-146 – R.M. Pyles Boys Camp (DeGenna/Nocero)

It is recommended by the Assistant Superintendent, Educational Services, and the Director, Pupil Services, that the Board of Trustees approve Agreement/MOU #20-146 with R.M. Pyles Boys Camp, to provide a youth leadership and character development program for selected economically disadvantaged boys 12-14 years of age, from April 15, 2021 through June 30, 2022, at no cost to Oxnard School District.

C.10. Approval of Agreement #20-156 with Dr. Felicia J. Lew, OD (DeGenna/Edwards)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-156 with Dr. Felicia J. Lew, to provide Independent Education Evaluator Services and optometry support services to the Special Education Services Department during the 2020-2021 academic year to complete evaluations, in the amount not to exceed \$5,000.00, to be paid out of Special Education Funds.

C.11. Approval of Agreement #21-01 – enVision Consulting Group Inc. (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-01 with enVision Consulting Group Inc., to perform the yearly revision of the Annual Parent Rights Notification Handbook, including translation services, for the period of July 1, 2021 through June 30, 2022, in the amount not to exceed \$3,000.00, to be paid from the General Fund.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.12. Ratification of Amendment #1 to Agreement #16-277 – Department of General Services/Office of Administrative Hearings (Torres)

It is recommended by the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Amendment #1 to Agreement #16-277 with the Department of General Services/Office of Administrative Hearings, to continue to fulfill the requirements under the California Education Code and/or California Government Code, for the period of May 1, 2017 through May 1, 2022, in the amount not to exceed \$48,000.00, to be paid from the Certificated HR General Fund.

C.13. Ratification of Amendment #1 to Agreement #20-68, Panorama Education (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-68 with Panorama Education, for Teacher and Staff Surveys, Adult SEL Platform License, and the Panorama Family Surveys Platform License, in the amount not to exceed \$34,200.00, to be paid out of the General Fund.

C.14. Ratification of Agreement #20-147 – Fillmore Unified School District for Oxnard School District to provide DHH Services (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-147 with

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Fillmore Unified School District, for Oxnard School District to provide services for Fillmore Unified School District student #HZ071413 for the 2020-2021 school year, including Extended School Year (ESY); Oxnard School District will receive reimbursement in the amount of \$30,864.67.

C.15. Ratification of Agreement #20-148 – Fillmore Unified School District for Oxnard School District to provide DHH Services (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-148 with Fillmore Unified School District, for Oxnard School District to provide services for Fillmore Unified School District student #JC111411 for the 2020-2021 school year, including Extended School Year (ESY); Oxnard School District will receive reimbursement in the amount of \$30,864.67.

C.16. Ratification of Agreement #20-149 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-149 with Hueneme School District, for Oxnard School District to provide services for Hueneme School District student #EG082714 for the 2020-2021 school year, including Extended School Year (ESY); Oxnard School District will receive reimbursement in the amount of \$30,864.67.

C.17. Ratification of Agreement #20-150 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-150 with Hueneme School District, for Oxnard School District to provide services for Hueneme School District student #SM081713 for the 2020-2021 school year, including Extended School Year (ESY); Oxnard School District will receive reimbursement in the amount of \$30,864.67.

C.18. Ratification of Agreement #20-151 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-151 with Hueneme School District, for Oxnard School District to provide services for Hueneme School District student #VN042612 for the 2020-2021 school year, including Extended School Year (ESY); Oxnard School District will receive reimbursement in the amount of \$30,864.67.

C.19. Ratification of Agreement #20-152 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-152 with Hueneme School District, for Oxnard School District to provide services for Hueneme School District student #JE011916 for the 2020-2021 school year, including Extended School Year (ESY); Oxnard School District will receive reimbursement in the amount of \$33,450.49.

C.20. Ratification of Agreement #20-153 – Ocean View School District for Oxnard School District to provide DHH Services (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-153 with

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Ocean View School District, for Oxnard School District to provide services for Ocean View School District student #AA080514 for the 2020-2021 school year, including Extended School Year (ESY); Oxnard School District will receive reimbursement in the amount of \$30,864.67.

C.21. Ratification of Agreement #20-154 – Curriculum Associates LLC (DeGenna/Edwards)

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-154 with Curriculum Associates LLC, to provide two (2) professional development training sessions on “Brigance” for the Special Education Services Department during the period of March 5, 2021 through June 30, 2021, in the amount of \$1,000.00 to be paid out of Special Education Funds.

C.22. Ratification of Agreement #20-157 – Burnham Benefits Insurance Services (Quinto)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #20-157 with Burnham Benefits Insurance Services, to provide health and welfare consulting services related to negotiating annual insurance renewals, illustrating cost impacts, employee communication materials, online enrollment, certain compliance matters, employee coverage issues, and other benefit related services, January 17, 2021 through June 30, 2022, in the amount not to exceed \$11,736.00/monthly and \$140,832.00/annually, to be paid out of the General Fund.

C.23. Ratification of Ed Partners Collaborative Agreement #20-163 Between the California Education Partners and the Oxnard School District (Aguilera-Fort)

Is the recommendation of the Superintendent that the Board of Trustees ratify agreement #20-163 between the California Education Partners and the Oxnard School District, to begin building an academic and structural bridge between preschool and kindergarten-3rd programs in school districts via the Coherence Collaboration (P3CC), July 2020 - June 2023, at no cost to the district.

Section D: ACTION ITEMS

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

D.1. Approval of New Job Description: Literacy Intervention Teacher (Torres)

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

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section E: APPROVAL OF MINUTES

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

It is the recommendation of the Superintendent that the Board approve the minutes of regular and special Board meetings, as presented

- April 28, 2020 Special Board Meeting

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

- May 6, 2020 Regular Board Meeting
- May 20, 2020 Regular Board Meeting

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

Section G: CONCLUSION

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

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

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

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

G.3. ADJOURNMENT

Moved:

Seconded:

Vote:

Time Adjourned _____

ROLL CALL VOTE:

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

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, April 9, 2021.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: April 14, 2021

Agenda Section: Section A: Preliminary

Introduction of Newly Appointed Oxnard School District Administrators (Aguilera-Fort)

Introduction of Newly Appointed Oxnard School District Administrators:

- Dr. Jodi Nocero, Director, Pupil Services
- Dr. Ingrid Jaimes, Manager, Special Education
- Dr. Matthew Rubin, Principal

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: April 14, 2021

Agenda Section: Section A: Preliminary

Adoption and Presentation of Resolution #20-22 in Recognition of Michael "Chris" Ridge (Aguilera-Fort)

The Board of Trustees will present Resolution #20-22 in recognition of Michael "Chris" Ridge, Director of Pupil Services.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees adopt and present Resolution #20-22 in recognition of Michael "Chris" Ridge, as outlined above.

ADDITIONAL MATERIALS:

Attached: [Resolution #20-22 \(1 page\)](#)



RESOLUTION OF RECOGNITION # 20-22

MICHAEL CHRIS RIDGE

DIRECTOR, PUPIL SERVICES

WHEREAS, Mr. Michael “Chris” Ridge served as the Oxnard School District Director of Pupil Services from 2015 to 2021; and

WHEREAS, during his tenure he provided leadership in several areas related to the social and emotional well-being of our students, especially those with the highest needs; and

WHEREAS, under his supervision and guidance, the district’s Enrollment Center was able to serve the Oxnard community in all matters relating to registration and enrollment for grades TK-8, TK DLI applications, IEP placements, Foster, Homeless and Migrant students, and intra/inter district transfers; and

WHEREAS, in 2020 he was awarded the California Positive Behavioral Interventions and Support (PBIS) Coalition’s Community Cares Award, in recognition of his perseverant work and dedication to promoting positive school culture during the COVID-19 pandemic; and

WHEREAS, his conscientious support and inspired leadership have made a positive difference in the manner in which we educate and support our students and their families; and

WHEREAS, he has now decided it is time to expand his professional horizons as he embarks on a new adventure with the Ventura County Office of Education.

NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees and Administration of the Oxnard School District, recognize Michael “Chris Ridge” for his outstanding performance as Director of Pupil Services for the Oxnard School District, and honors him for his contributions to the families of the Oxnard School District community; and

BE IT FURTHER RESOLVED that the Board of Trustees and Administration, and the many colleagues throughout the Oxnard School District, extend to him and his family best wishes for many happy and healthy years to come.

ADOPTED THIS 14TH DAY OF APRIL, 2021.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Superintendent of the District

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: April 14, 2021

Agenda Section: Section A: Preliminary

Adoption of Resolution #20-23 Denouncing Hate Crimes and Bigotry Targeting Asian Americans and Pacific islanders (Aguilera-Fort)

The Board of Trustees will present Resolution #20-23 Denouncing Hate Crimes and Bigotry Targeting Asian Americans and Pacific islanders.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees adopt Resolution #20-23 Denouncing Hate Crimes and Bigotry Targeting Asian Americans and Pacific islanders.

ADDITIONAL MATERIALS:

Attached: [Resolution #20-23 Denouncing Hate Crimes Targeting Asian Americans and Pacific Islander Community \(1 page\)](#)



RESOLUTION # 20-23

DENOUNCING HATE CRIMES AND BIGOTRY TARGETING ASIAN AMERICANS AND PACIFIC ISLANDERS

WHEREAS, The Asian Pacific Policy and Planning Council and Chinese for Affirmative Action launched a hate incident reporting internet website titled “Stop AAPI Hate”, at the beginning of the COVID-19 outbreak in March 2020, which documented over 2,800 hate incidents against Asian-American Pacific Islanders (AAPI) in 2020, and over 700 of these incidents occurred in the Bay Area of California; and

WHEREAS, 7.2 % of the City of Oxnard population is Asian and 2.3% of the Oxnard School District students are Asian; and

WHEREAS, by October 2020, of 2,583 incidents reported to Stop AAPI Hate (between March 19 and August 5, 2020), 789 (30.5%) included mentions of anti-Chinese rhetoric; and

WHEREAS the types of language and terms employed by perpetrators could be categorized into five major themes: Virulent Animosity, Scapegoating of China, Anti-immigration Nativism, Racist Characterizations of Chinese, and Racial Slurs; and

WHEREAS, Racism toward AAPIs has always existed since AAPI began immigrating to the United States such as the 19th Century scapegoating of AAPI’s, also known as the “Yellow Peril”, as well as the 21st Century scapegoating of AAPI’s for the COVID-19 pandemic. These examples are painful but they are also part of a larger and often-dismissed history of violence. In addition to the Chinese Exclusion Act of 1882 and the 1875 Page Act, which created a presumption of Asian women as sex workers, the assaults of Filipino farmworkers in the 1930’s by white mobs, and the Japanese internment camps of the 1940’s, there is a long-standing history of racialized colonial wars that have shaped AAPI communities’ histories before AAPI’s even arrived to the United States; and

WHEREAS, the recent rise of violence against Asian Americans is part of a larger history of violence against communities of color, and we must work together to create community-centered solutions that stop the violence in all communities; and

WHEREAS, the Oxnard School District Board of Trustees stands with the Asian American and Pacific Islander community and wishes to affirm its commitment to the safety and wellbeing of Asian American students, staff and community members, and to ensure they know that they are not alone and that they can speak out to help stop the spread of bigotry.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Oxnard School District calls on all community members and leaders to join us in condemning racist attacks against Asian Americans in all forms, and renewing our commitment to speak out against such attacks, encourage the reporting of hate incidents, defend and protect those targeted, and seek justice and accountability against those who commit hate crimes against AAPI members of our community; and

BE IT FURTHER RESOLVED that the Oxnard School District Board and Administration denounce hate crimes, hateful rhetoric, and hateful acts against Asian Americans and Pacific Islanders, and work to ensure that AAPI students feel safe and welcome, both during this COVID-19 pandemic and beyond.

ADOPTED THIS 14TH DAY OF APRIL 2021.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Superintendent of the District

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: April 14, 2021

Agenda Section: Section A: Preliminary

Adoption and Presentation of Resolution #20-24 in Recognition of (Aguilera-Fort)

The Board of Trustees will present Resolution #20-24 in recognition of National Assistant Principals Week 2021.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees adopt and present Resolution #20-24 in recognition of National Assistant Principals Week 2021, as outlined above.

ADDITIONAL MATERIALS:

Attached: [National Assistant Principal Week Resolution # 20-24 \(1\)](#)



OXNARD SCHOOL DISTRICT

Resolution #20-24

National Week of the Assistant Principal April 5-9, 2021

WHEREAS, April 5-9, 2021 has been designated as National Assistant Principals Week;
and

WHEREAS, an assistant principal, as a member of the school administration, interacts with many sectors of the school community, including support staff, instructional staff, students, and parents; and

WHEREAS, assistant principals are responsible for establishing a positive learning environment and building strong relationships between school and community; and

WHEREAS, assistant principals play a pivotal role in the instructional leadership of their schools by supervising student instruction, mentoring teachers, recognizing the achievements of staff, encouraging staff, ensuring the implementation of best practices, monitoring student achievement and progress, facilitating and modeling data-driven decision making to inform instruction, guiding the direction of targeted intervention and school improvement; and

WHEREAS, the day-to-day logistical operations of schools require assistant principals to monitor and address facility needs, attendance, transportation issues, and scheduling challenges, as well as to supervise extra- and co-curricular events; and

WHEREAS, assistant principals are entrusted with helping to maintain an inviting, safe, and orderly school environment that supports the growth and achievement of each and every student by nurturing positive peer relationships, recognizing student achievement, mediating conflicts, analyzing behavior patterns, providing interventions, and, when necessary, taking disciplinary actions.

NOW, THEREFORE, BE IT RESOLVED that the Oxnard School District Board of Trustees commends our Assistant Principals and encourages all students and staffs to honor and recognize the valuable contributions of our Assistant Principals as we celebrate April 5-9, 2021 as National Assistant Principals week.

Adopted this 14th day of April, 2021.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees



OXNARD SCHOOL DISTRICT

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

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

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

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

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

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

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

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



OXNARD SCHOOL DISTRICT

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

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

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

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

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

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

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

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

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: April 14, 2021

Agenda Section: Section C: Consent Agenda

Acceptance of Gifts (Aguilera-Fort)

From Oxnard Educators Association, a donation of two to three new hardcover books to each school library in the Oxnard School District in honor of Read Across America 2021. As teachers, OEA members believe that reading is a joyous experience that broadens the horizons and enriches the lives of all students. The teachers of the Oxnard School District were delighted to spend approximately \$1,500 for this donation of books.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board of Trustees accept the donation from the Oxnard Educators Association as outlined above.

ADDITIONAL MATERIALS:

Attached: [Donation Letter \(1 page\)](#)

OEA

Oxnard Educators Association

2775 North Ventura Road, #108 Oxnard, California 93036 (805) 981-6424

March 2, 2021

Dr. Karling Aguilera Fort, Superintendent
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

Dear Dr. Aguilera Fort,

During the week of March 2, 2021, the Oxnard Educators Association donated two to three new hardcover books to each school library in the Oxnard School District in honor of Read Across America 2021. Several individual classroom libraries also received a special book that was read to students on that day. As teachers, we believe that reading is a joyous experience that broadens the horizons and enriches the lives of our students. The teachers of the Oxnard School District are delighted to have spent approximately \$1,500 providing new books for our students' enjoyment. Please advise the Oxnard School District Board of Trustees of this donation.

Sincerely,

Stacie Thurman, President
Amanda Wilson, Vice President
Oxnard Educators Association

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth Quinto

Date of Meeting: April 14, 2021

Agenda Section: Section C: Consent Agenda

Enrollment Report (Quinto)

District enrollment as of March 31, 2021 was 15,073. This is 614 less than the same time last year.

FISCAL IMPACT:

None.

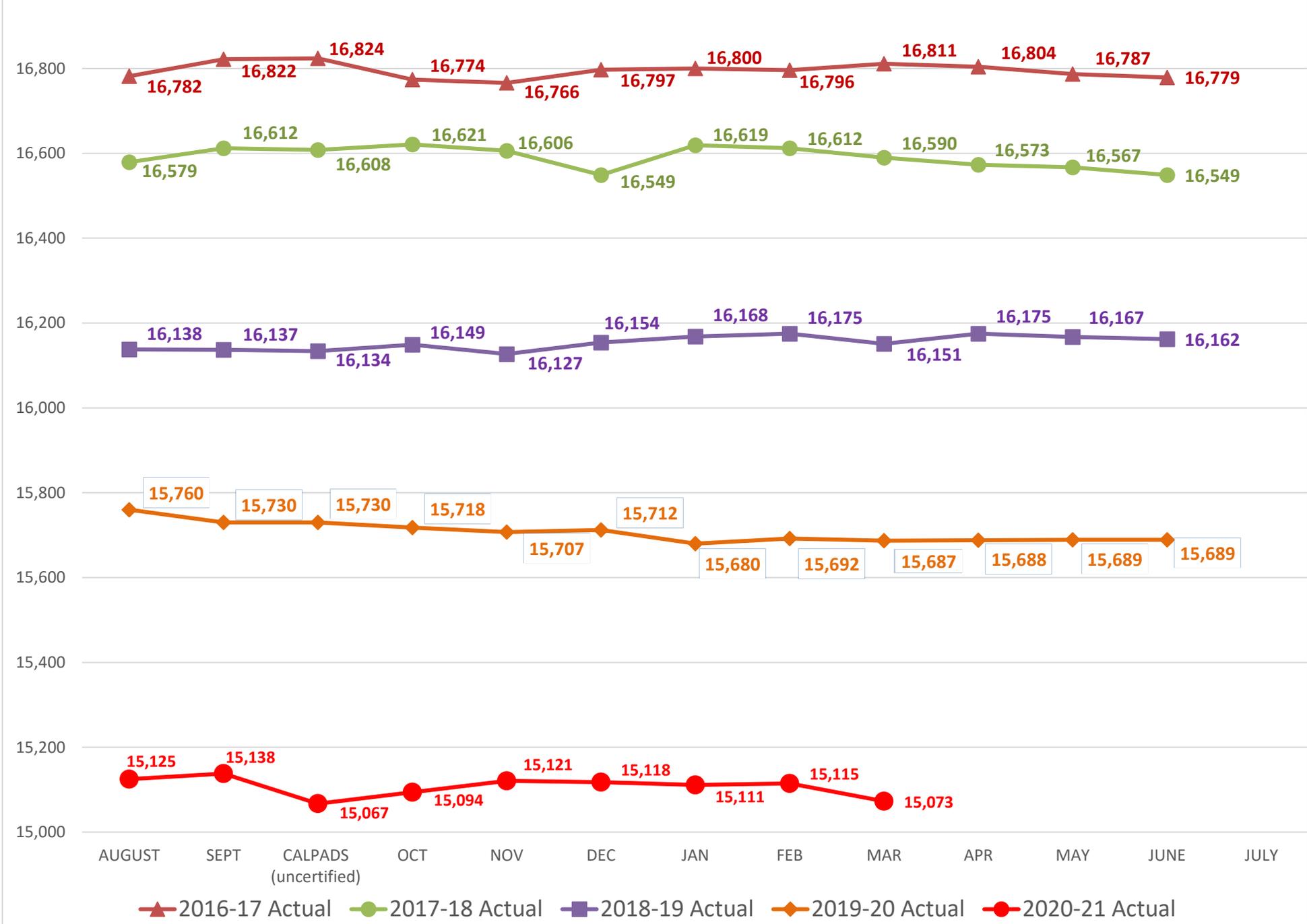
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Graph - Oxnard School District Enrollment History 2016-17 through 2020-21 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2016-17 through 2020-21 Actuals



OSD BOARD AGENDA ITEM

Name of Contributor: Ruth Quinto

Date of Meeting: April 14, 2021

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #20-07 (Quinto/Franz)

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

1. A listing of Purchase orders issued 3/03/2021 through 3/31/2021 for the 2020-2021 school year, for \$2,819,669.11.
2. There are no Draft Payments issued from 3/03/2021 through 3/31/2021, for the 2020-2021 school year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #20-07 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #20-07 \(12 Pages\)](#)

Includes Purchase Orders dated 03/03/2021 - 03/31/2021

PO Number	Vendor Name	Loc	Description	Order Amount
NP21-00054	Gold Star Foods	CNS	supplies	2,771.75
NP21-00055	P And R Paper Supply Co	CNS	stores	1,739.69
NP21-00056	KB Foods Distribution, Inc.	CNS	stores	28,690.20
NP21-00057	Grainger Inc	CNS	stores	2,192.98
NP21-00058	Gold Star Foods	CNS	stores	20,415.79
NP21-00059	JA FOOD SERVICE CORP	CNS	stores	15,770.00
NP21-00060	P And R Paper Supply Co	CNS	stores	888.51
NP21-00061	Gold Star Foods	CNS	stores	14,768.04
NP21-00062	Uline	CNS	stores	1,183.88
NP21-00063	Gold Star Foods	CNS	stores	13,672.05
P21-01704	The Berry Man Inc	CNS	supplies	178,000.00
P21-02457	Aswell Trophy And Engraving	FREMONT	Materials and Supplies	1,071.53
P21-02458	ORIENTAL TRADING COMPANY	ELM	MATL/SUPP-INSTRUCTIONAL	1,407.89
P21-02459	SANITARY HYGIENE SYSTEMS, INC.	TRANSPORTATIO	SUPPLIES	4,000.00
P21-02460	Amazon Com	RAMONA	Unit Manipulatives (Amazon)	861.75
P21-02461	Amazon Com	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	675.52
P21-02462	Amazon Com	BREKKE	Mat/Sup-Instr CARE Room	499.03
P21-02463	Amazon Com	KAMALA	Materials & Supplies-Admin	82.41
P21-02464	Amazon Com	ROSE	MATERIALS AND SUPPLIES - INSTRUCTIONAL	180.43
P21-02465	CSEA Member Benefits	HR	Conf-	150.00
P21-02466	CASBO	BUDGET	CONF	1,060.00
P21-02467	Perma Bound Books	LEMONWOOD	BOOKS(Instructional)	12,617.42
P21-02468	Full Source, LLC	LOPEZ	MATL/SUPPLY-INSTRUCTION	735.63
P21-02469	EACCESS SOLUTIONS, INC HONEYWE LL STORE	FACILITIES	COVID Materials and Supplies	9,058.51
P21-02470	GARY SHAMIEL dba/ PURPOSE DRIV EN INVESTMENTS	DRIFFILL	Books other than textbooks-Instructional	71.32
P21-02471	Gopher Sport	FRANK	MTLS/SUPL (PRATER-PE EQUIP)	14,150.89
P21-02472	ORIENTAL TRADING COMPANY	MARSHALL	MATL/SUP - Instruction	312.04
P21-02473	Amazon Com	LOPEZ	MTLS/SUPL (PRATER-PE EQUIP)	12,139.90
P21-02474	Amazon Com	KAMALA	BOOKS-Other Than Textbooks	1,284.60
P21-02475	Amazon Com	RAMONA	JiJi STmath Manipulative (amazon)	526.34
P21-02476	Matt Oppenheimer Tutorific!	ASES	ASES/SERV	300,000.00
P21-02477	MyCommerce, INC.	IT	Software	807.59
P21-02478	SCHOOL SERVICES OF CALIFORNIA, INC.	BUSINESS	CONF-webinar	2,300.00
P21-02479	CANON SOLUTIONS AMERICA INC	GRAPHICS	Materials and Supplies	1,877.01
P21-02480	Amazon Com	FACILITIES	COVID Materials and Supplies	4,524.00
P21-02481	Hope King Teaching Resources I nc.	KAMALA	CONFERENCE-ONLINE	182.59
P21-02482	Amazon Com	MARSHALL	MATL/SUP - Instruction	410.28
P21-02483	EVOLUTION LABS INC	LOPEZ	LISENCE/INSTRUCTION	3,250.00
P21-02484	Ventura Co Office Of Education	KAMALA	WORKSHOP/INST	80.00
P21-02485	SCHOLASTIC INC	DRIFFILL	Books-instructional	502.69
P21-02486	William Venegas Hip Hop Mindse t	ROSE	SERV/SUPP CONC FUNDS	2,240.00
P21-02487	DR. MICHAEL MCQUILLAN, OD	Special Ed	SERV	6,000.00

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

ESCAPE ONLINE

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Includes Purchase Orders dated 03/03/2021 - 03/31/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P21-02488	Casa Pacifica	Special Ed	SERV (EM111207)	91,603.25
P21-02489	Casa Pacifica	Special Ed	SERV (TV102807)	48,808.00
P21-02490	Casa Pacifica	Special Ed	SERV (JS052208)	92,091.00
P21-02492	INSTRUCTURE INC.	ED SERVICES	CANVAS LMS SOFTWARE	113,276.50
P21-02493	Amazon Com	Pupil Srvs	MAT/SUP- Book	26.94
P21-02494	Amazon Com	TRANSPORTATIO	EQUIPMENT	252.11
P21-02495	PARKER ANDERSON ENRICHMENT CEN TRAL LA	ASES	SERV	60,000.00
P21-02496	ADVANCES WORKPLACE STRATEGIES, INC	TRANSPORTATIO	CONFERENCE & HANDBOOKS	595.93
P21-02497	Office Depot Bus Ser Div	Pupil Srvs	MAT/SUP- Ink/paper photos	50.36
P21-02498	Office Depot Bus Ser Div	FACILITIES	Materials and Supplies	301.69
P21-02499	Casto	TRANSPORTATIO	VIRTUAL CONFERENCE	25.00
P21-02500	Amazon Com	SAN MIGUEL	Materials & Supplies	44.60
P21-02501	CDW G	BUSINESS	SOFTWARE LICENSE	163.50
P21-02502	Ashton Awards Inc Aswell Troph y	ELM	MATL/SUPPL-INSTRUCTIONAL	211.95
P21-02503	IXL LEARNING, INC	FREMONT	SFTWR/APPS - INSTRUCTIONAL (SDC)	349.00
P21-02504	Lennox Industries Inc	FACILITIES	HVAC Materials and Supplies	2,039.69
P21-02505	BEHAVIOR INSIGHTS INC	Special Ed	SERV	18,000.00
P21-02506	FAIRPLAY CORPORATION	FACILITIES	Professional Services	1,077.50
P21-02507	Ashton Awards Inc Aswell Troph y	DRIFFILL	MATL/SUPP-instructional	64.65
P21-02508	ORIENTAL TRADING COMPANY	MCKINNA	matl/sup-instructional	635.05
P21-02509	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	1,021.83
P21-02510	Amazon Com	WAREHOUSE	Stores Supplies	421.20
P21-02511	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	502.98
P21-02512	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,260.20
P21-02513	First Book	FREMONT	BKS-Instructional	262.82
P21-02514	Smile Makers Inc	MCKINNA	matl/sup-instructional	106.70
P21-02515	BSN Sports	WAREHOUSE	Stores Supplies	551.59
P21-02516	Extreme Clean	WAREHOUSE	Stores Supplies	2,747.63
P21-02517	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	1,383.94
P21-02518	CANON SOLUTIONS AMERICA INC	GRAPHICS	Materials and Supplies	2,262.75
P21-02519	UCLA	ED SERVICES	CONF-LPSBG	120.00
P21-02520	Petroleum Telcom Inc DBA Telec om	SORIA	REPAIR - Instructional	1,082.48
P21-02521	Ventura Co Office Of Education	ED SERVICES	CONF	325.00
P21-02522	Batteries Plus- Camarillo	WAREHOUSE	Stores Supplies	308.88
P21-02523	Schwabe Books	RAMONA	Books for the Library (AR Reading Material)	979.42
P21-02524	Perma Bound Books	SORIA	Mats/Sup - Instructional	640.74
P21-02525	Demco Inc	MCKINNA	matl/sup-instructional	167.09
P21-02526	FOLLETT SCHOOL SOLUTIONS, INC	MCKINNA	books- instructional	2,071.50
P21-02527	ZAPOPAN BUSINESS GROUP LLC WOR LD WIDE IMAGING SUPPLIES	SORIA	Mats/Sup - Instructional	964.70
P21-02528	Office Depot Bus Ser Div	CURREN	matl/sup - instructional	2,023.01

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ESCAPE ONLINE

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Includes Purchase Orders dated 03/03/2021 - 03/31/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P21-02529	Maad Graphics	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	577.54
P21-02530	Uline	CNS	supplies	208.70
P21-02531	US GAMES	RAMONA	PE Equipment (amazon)	416.99
P21-02532	SCHOOL TECH SUPPLY	IT	COMP EQUIP (Harrington AV)	100,721.25-
P21-02533	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	3,645.48
P21-02534	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,756.17
P21-02535	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	11,012.65
P21-02536	Editorial Projects in Ed, Inc Education Week	SUPERINTENDEN	Magazine Subscription	104.52
P21-02537	ZONAR SYSTEM, INC	TRANSPORTATIO	SERVICES	2,376.00
P21-02538	SMART AND FINAL-C.I. BLVD	WAREHOUSE	Stores Supplies	371.86
P21-02539	Printech	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	222.45
P21-02540	ZONAR SYSTEM, INC	TRANSPORTATIO	SERVIICES	72.48
P21-02541	Office Depot Bus Ser Div	RAMONA	Mat/Supp (Admin)	1,000.00
P21-02542	Acorn Paper Products Co	WAREHOUSE	Stores Supplies	996.69
P21-02543	Banc Of America Leasing	BUDGET	DEBT SVC - Late Charge	5,087.71
P21-02544	Southwest Plastic Binding Co S outhwest Binding & Laminating	WAREHOUSE	Stores Supplies	1,696.42
P21-02545	Jordanos Inc	CNS	other services	60,000.00
P21-02546	Amazon Com	RAMONA	PBIS rules regs Playground Marking Poles (amazon)	403.08
P21-02547	Amazon Com	FREMONT	Materials and Supplies Instructional	211.13
P21-02548	Amazon Com	FREMONT	Materials and Supplies Instructional	63.06
P21-02549	Amazon Com	SUPERINTENDEN	AMAZON Books and Picture Frames	260.09
P21-02550	Amazon Com	MCKINNA	matl/sup-instructional	788.38
P21-02551	Amazon Com	RITCHEN	MATL/SUP-ADMIN	158.95
P21-02552	LAW OFFICES OF G.MELISSA HATCH HATCH AND CESARIO ATTORNEYS	ED SERVICES	SERV	805.00
P21-02553	Amazon Com	SORIA	Matls/Sup - Instructional	273.98
P21-02554	Amazon Com	FACILITIES	Materials and Supplies	385.73
P21-02555	Staples Direct	MCKINNA	matl/sup-instructional	1,100.00
P21-02556	COSTCO WHOLESALE CORPORATION	MCKINNA	matl/sup-instructional	1,000.00
P21-02557	LEARNING A-Z	KAMALA	Materials & Supplies-Instr	923.60
P21-02558	SCHOOL TECH SUPPLY	RAMONA	Promethean boards to Kinder flex room	8,233.84
P21-02559	ASCD	ED SERVICES	Books- Title I	237.82
P21-02560	PEAR DECK, INC	ED SERVICES	Lincense-Unrestricted	149.99
P21-02561	CDW G	ED SERVICES	Lincense-Unrestricted	163.50
P21-02562	ACTFL	ED SERVICES	Books- Title I	141.18
P21-02563	SCHOOL TECH SUPPLY	RAMONA	HoverCams (needed for DL) learning	1,610.86
P21-02564	CDW G	IT	Comp Sup	377.02
P21-02565	Batteries Plus- Camarillo	WAREHOUSE	Stores Supplies	178.96
P21-02566	School Health Corporation	WAREHOUSE	Stores Supplies	763.41
P21-02567	Veritiv Operating Company	WAREHOUSE	Stores Supplies	1,146.50
P21-02568	Lakeshore Learning Materials	RITCHEN	Mat/Sup - Instruction	579.63
P21-02569	Lakeshore Learning Materials	HARRINGTON	Mat/Sup - Instruction	291.89
P21-02570	Lakeshore Learning Materials	ROSE	Mat/Sup - Instruction	100.04
P21-02571	Lakeshore Learning Materials	ROSE	Mat/Sup - Instruction	834.80

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

ESCAPE ONLINE

Page 3 of 12

Includes Purchase Orders dated 03/03/2021 - 03/31/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P21-02572	Amazon Com	RITCHEN	MATL/SUP-instructional	55.71
P21-02573	Amazon Com	SIERRA LINDA	MATL/SUPP (Covid decals)	282.36
P21-02574	Amazon Com	MARSHALL	MATL/SUP - Instruction	120.47
P21-02575	Amazon Com	MARSHALL	MATL/SUP - Instruction	174.13
P21-02576	Amazon Com	MARSHALL	MATL/SUP - Instruction	63.55
P21-02577	Ventura Co Office Of Education	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL SOFTWARE	80.00
P21-02578	Screencastify, LLC	IT		428.00
P21-02579	BELUSA LLC DISCOUNT MUGS	RITCHEN	MATL/SUP-INSTRUCTIONAL	1,865.55
P21-02580	Perma Bound Books	RITCHEN	Books other than Textbooks-Instructional	1,209.39
P21-02581	Lakeshore Learning Materials	EARLY CHILDHOO	Mat/Sup - Instruction	309.61
P21-02582	SCHOOL TECH SUPPLY	SORIA	EQUIP - Instructional	11,213.51
P21-02583	School Datebooks	CURREN	matl/sup - instructional	3,542.68
P21-02584	MIND RESEARCH INSTITUTE	CURREN	mat/sup - instructional	90.34
P21-02585	Office Depot Bus Ser Div	ENGLISH LEARNE	MATL/SUP -LPSBG	3,000.00
P21-02586	Amazon Com	ENGLISH LEARNE	MATL/SUP -LPSBG	569.60
P21-02587	Office Depot Bus Ser Div	ROSE	Mat/Sup - Instruction	172.35
P21-02588	Grainger Inc	RITCHEN	MTLS/PPE (CARE ROOMS)	141.70
P21-02589	Amazon Com	RITCHEN	Books other than Textbooks - Instructional	299.70
P21-02590	TITAN TECHNOLOGY DISTR, INC. T ITAN SAFETY PRODUCTS	PURCHASING	MTLS (COVID-19/ ISOLATION GOWNS-SDC)	21,119.00
P21-02591	Lowe's	BUSINESS	MTLS/cart	31.06
P21-02592	Lowe's	ROSE	Mat/Sup - Instruction	908.46
P21-02593	Dept Of Toxic Substances Ctr	FACILITIES	Environmental Fee / Lemonwood	417.23
P21-02594	CHARLES M PARRENT DBA/ FALCON ROOFING COMPANY	FACILITIES	Def Maint/ Prof Service / Warehouse	3,000.00
P21-02595	Amazon Com	RISK MGMT	Ergonomic Materials & Supplies	47.32
P21-02596	Amazon Com	ED SERVICES	MTLS (COVID-19)	5,275.00
P21-02597	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	1,481.40
P21-02598	Office Depot Bus Ser Div	FREMONT	Materials and Supplies	395.72
P21-02599	DMEC	RISK MGMT	DMEC Membership Dues	210.00
P21-02600	Pro Ed, Inc	RITCHEN	MATL/SUP-Instructional	1,102.14
P21-02601	Casa Pacifica	Special Ed	SERV (AC031407)	30,336.00
P21-02602	TRI-COUNTY OFFICE FURNITURE	IT	MATL/SUP	6,971.49
P21-02603	Ashton Awards Inc Aswell Troph y	ELM	MATL/SUPP-INSTRUCTIONAL	211.95
P21-02604	Ashton Awards Inc Aswell Troph y	SIERRA LINDA	(MATL/SUPP-Mares badge)	11.78
P21-02605	Smart And Final Iris Co-N. Ox. Blvd	ELM	MATL/SUPP- INSTRUCTIONAL	323.25
P21-02606	COSTCO WHOLESALE CORPORATION	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	540.00
P21-02607	SMART AND FINAL-C.I. BLVD	MCAULIFFE	Matl/Supp-Instructional	50.69
P21-02608	TEACHER CREATED MATERIALS	LEMONWOOD	BOOKS (Instructional)	1,239.12
P21-02609	CANON SOLUTIONS AMERICA INC	WAREHOUSE	Stores Supplies	20,907.81
P21-02610	First Book	FREMONT	BKS-Instructional	217.94
P21-02611	Restaurant Supply, LLC	FACILITIES	Willimas /Equipment / Driffill	10,723.44
P21-02612	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	DRIFFILL	matl/supp-instructional	254.29

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PO Number	Vendor Name	Loc	Description	Order Amount
P21-02613	Smart And Final Iris Co	BREKKE	MAT/SUP-Admin All Day Prof. Dev.	400.00
P21-02614	N.E.R.D.S. INC.	FREMONT	Materials and Supplies (Instructional)	465.11
P21-02615	ORIENTAL TRADING COMPANY	BREKKE	MAT/SUP-Instructional	140.06
P21-02616	Amazon Com	RISK MGMT	COVID-19 Materials & Supplies	1,988.00
P21-02617	Office Depot Bus Ser Div	FREMONT	Materials and Supplies	238.82
P21-02618	Amazon Com	FREMONT	Materials and Supplies Instructional	219.12
P21-02619	Sinclair Sanitary Supply Inc	MCKINNA	BOND/MATL SUP (F&E)	4,044.20
P21-02620	Smart And Final Iris Co	RITCHEN	MATL/SUP	300.00
P21-02621	Marie Callender's	LEMONWOOD	MAT/SUPPLIES (ADMIN)	803.57
P21-02622	COSTCO WHOLESALE CORPORATION	LEMONWOOD	MAT/SUPPLIES (ADMIN)	323.25
P21-02623	ESTRELLITA	ELM	MATL/SUPP-INSTRUCTIONAL	1,082.02
P21-02624	SCHOLASTIC-TEACHER STORE	FREMONT	BOOKS - INSTRUCTIONAL	228.30
P21-02625	Malachied, Inc dbaThe Breakthrough Coach	SAN MIGUEL	Travel & Conference	930.00
P21-02626	MASCOT JUNCTION INC	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	1,285.51
P21-02627	SCHOOL TECH SUPPLY	FACILITIES	Materials and Supplies	76.64
P21-02628	RPM TOOL GROUP ROB PEREZ SNAPO N TOOLS	TRANSPORTATION	SUPPLIES & EQUIPMENT	9,997.05
P21-02629	DISINPRO CORPORATION INC	FACILITIES	Materials and Supplies	16,978.43
P21-02630	Lakeshore Learning Materials	FREMONT	MATL/SUP (Instructional)	107.08
P21-02631	VARI SALES CORP.	LEMONWOOD	MAT/SUPPLIES (ADMIN)	3,626.87
P21-02632	Amazon Com	ED SERVICES	MATL/SUP	965.79
P21-02633	COSTCO WHOLESALE CORPORATION	CHAVEZ	MATERIALS AND SUPPLIES-SIP DAY	400.00
P21-02634	DICK BLICK COMPANY BLICK ART MATERIALS	FREMONT	Materials and Supplies (Instructional)	175.21
P21-02635	CN School & Office Sol, Inc Cilver-Newlin	LOPEZ	EQUIP (RECEPTION DESKS)	5,384.87
P21-02636	SMART AND FINAL-C.I. BLVD	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	323.25
P21-02637	SMART AND FINAL-C.I. BLVD	KAMALA	MATERIALS & SUPPLIES-INST	200.00
P21-02638	EL POLLO NORTENO INC	SIERRA LINDA	MATL/SUPP (Donation-SIP)	644.50
P21-02639	WIDMORE MANAGEMENT LLC EL POLLO LOCO	HARRINGTON	MATERIALS & SUPPLIES	325.84
P21-02640	RUBBER NECK SIGNS	RAMONA	Safety Control Ingress and Egress Signs (PBIS)	2,580.58
P21-02641	Amazon Com	DRIFILL	matl/supp-instructional	58.88
P21-02642	TITAN TECHNOLOGY DISTR, INC. TITAN SAFETY PRODUCTS	PURCHASING	MTLS (COVID-19/ DISPOSABLE MASKS)	29,221.80
P21-02643	SMART AND FINAL-C.I. BLVD	MCAULIFFE	SIP Day	269.38
P21-02644	Smart And Final Iris Co	FREMONT	Materials and Supplies	200.00
P21-02645	Uline	ERC	Supplies	452.33
P21-02646	Marie Callender's	MCAULIFFE	SIP Day	484.88
P21-02647	PANERA BREAD COMPANY PANERA LLC	LEMONWOOD	MAT/SUPPLIES (ADMIN)	200.00
P21-02648	Amazon Com	FACILITIES	Materials and Supplies	92.40
P21-02649	CATHERINE ANN WILLIAMS	ED SERVICES	T1/SERV	30,000.00
P21-02650	SCHOOL SERVICES OF CALIFORNIA, INC.	BUSINESS	CONF	390.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P21-02651	PANERA BREAD COMPANY PANERA LL C	FREMONT	Materials and Supplies	1,035.70
P21-02652	Amazon Com	PURCHASING	MTLS (COVID-19/ THERMOMETERS)	4,677.78
P21-02653	REBECCA JACQUEZ	MCAULIFFE	Serv-Instructional	147.00
P21-02654	IV CARLOS INC TACOS DON CHENTE	KAMALA	MAT. & SUP-INST	628.94
P21-02655	Phuman Inc Subway	RITCHEN	MATL/SUP	351.17
P21-02656	Technology Services/O.M.S. ATT N: Megan Lawhorn	ED SERVICES	SERV	1,000.00
P21-02657	Batteries Plus- Camarillo	WAREHOUSE	Stores Supplies	930.96
P21-02658	Urbane Cafe Alex Bello-Mgr	MARSHALL	MATL/SUP - Instruction	1,356.49
P21-02659	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,680.90
P21-02660	CN School & Office Sol, Inc Cu Iver-Newlin	CURREN	matl/sup - instructional	13,291.58
P21-02661	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	5,444.14
P21-02662	ASTROLOGIE CALIFORNIA	PURCHASING	MTLS (COVID-19/ CLOTH MASKS)	91,479.75
P21-02663	REBECCA JACQUEZ	LEMONWOOD	SERVICE (Instructional)	148.00
P21-02664	Ccp Industries	PURCHASING	MTLS (COVID-19/ GLOVES)	34,160.20
P21-02665	El Pollo Loco	DRIFFILL	MATL/SUPP-instructional	641.97
P21-02666	Curriculum Associates Inc	Special Ed	MAT/SUPL	822.68
P21-02667	GENERATION GENIUS, INC	ELM	SUBSCRIPTIONS	995.00
P21-02668	Pearson Education	Special Ed	MAT/SUPL	211.48
P21-02669	RedShelf, Inc.	Special Ed	MATL/SUP (L. Cornish)	61.42
P21-02670	Teachers Pay Teachers	Special Ed	MATL/SUP (C. Spencer)	96.96
P21-02671	Teachers Pay Teachers	Special Ed	MATL/SUP (S. Cantos)	269.33
P21-02672	Super Duper Inc	Special Ed	MATL/SUP (C. Spencer)	188.15
P21-02673	BOOM LEARNING	Special Ed	INST (K. Dapron)	250.00
P21-02674	Bjorem Speech Publications	Special Ed	MATL/SUP (J. Van Otten)	170.74
P21-02675	Super Duper Inc	Special Ed	SERV	149.00
P21-02676	Super Duper Inc	Special Ed	MATL/SUP (C. Wu)	90.65
P21-02677	Super Duper Inc	Special Ed	MATL/SUP (J. Miadich-Freilich)	199.95
P21-02678	Teachers Pay Teachers	Special Ed	MATL/SUP (S. Sakuragi)	245.28
P21-02679	Teachers Pay Teachers	Special Ed	MATL/SUP (S.Sakuragi)	26.93
P21-02680	SCHOOL TECH SUPPLY	LOPEZ	MATL/SUPPLY-INSTRUCTION	5,818.64
P21-02681	Super Duper Inc	Special Ed	MATL/SUP (D. Reyes)	292.52
P21-02682	Lakeshore Learning Materials	Special Ed	MATL/SUP (C. Wu)	187.22
P21-02683	BOOM LEARNING	Special Ed	INST (A.Lee)	250.00
P21-02684	Lakeshore Learning Materials	SAN MIGUEL	Materials & Supplies, Holiday/Vega	181.20
P21-02685	S & S WORLDWIDE, INC	ASES	MATL/SUP	39.27
P21-02687	Studies Weekly	ELM	ONLINE SUBSCRIPTION-INSTRUCTIONAL	616.76
P21-02688	Lakeshore Learning Materials	SAN MIGUEL	Materials & Supplies- M. Biggerstaff	225.98
P21-02689	ROBERT W. NORRIS VENTURA SIGNS & SCREEN PRINTING	RISK MGMT	COVID-19 Materials & Supplies	8,350.63
P21-02690	Petroleum Telcom Inc DBA Telec om	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	775.80
P21-02691	Lakeshore Learning Materials	MCKINNA	matl/sup-instructional	764.55
P21-02692	LiveBinders, Inc	RISK MGMT	COVID-19	199.00
P21-02693	Carson Dellosa Publishing Co	FREMONT	Materials & Supplies-Instructional (SDC)	113.23
P21-02694	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	5,566.37

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PO Number	Vendor Name	Loc	Description	Order Amount
P21-02695	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	10,421.00
P21-02696	Smart And Final Iris Co	SIERRA LINDA	MATL/SUPP (SIP Days - SEE NOTES)	400.00
P21-02697	Demco Inc	SIERRA LINDA	MATL/SUPP (Library)	24.65
P21-02698	SCHOOL TECH SUPPLY	Special Ed	EQUIP	261.82
P21-02699	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	4,221.90
P21-02700	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	2,632.10
P21-02701	School Specialty Inc	FREMONT	Materials and Supplies	235.68
P21-02702	La Mancha Mexican and Seafood	SORIA	Mats/ Sup - Instructional	732.70
P21-02703	Amazon Com	Special Ed	MATL/SUP (L.Cornish)	169.32
P21-02704	NORTHERN SPEECH SERVICES, INC	Special Ed	MATL/SUP (C. Torres)	280.25
P21-02705	Amazon Com	Special Ed	MATLS (J.MELLRING)	131.90
P21-02706	Amazon Com	SAN MIGUEL	Materials & Supplies- E, Duarte	204.64
P21-02707	Amazon Com	FREMONT	Materials and Supplies Instructional (SDC)	251.18
P21-02708	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP-Instructional	200.00
P21-02709	Amazon Com	Special Ed	MATL/SUP (D. Doyle)	273.65
P21-02710	Amazon Com	Special Ed	MATL/SUP (A. Sani)	115.83
P21-02711	San Diego Co Office Of Ed	ASES	CONF	120.00
P21-02712	Phillip J Collins Collins Busi ness Equipment	Special Ed	MATL/REPAIR	2,155.00
P21-02713	Amazon Com	DRIFFILL	MATL/SUPP-instructional	346.76
P21-02714	Walmart	MCAULIFFE	Mat/Supp- Instructional	107.75
P21-02715	Amazon Com	CURREN	mat/sup - instructional	1,327.98
P21-02716	LAW OFFICE OF SHAWNA L. PARKS	BUSINESS	SERV-attorney fees	375,000.00
P21-02717	Law Office of Shawna L. Parks IOLTA Account	BUSINESS	SERV-attorney fees	20,000.00
P21-02718	Amazon Com	SORIA	Mats/Sup - Instructional	168.33
P21-02719	Amazon Com	ED SERVICES	MTLS (COVID-19) DLI-Chavez	957.97
P21-02720	BRIGHT MORNING CONSULTING INC	ED SERVICES	CONF	9,900.00
P21-02721	Walmart	SIERRA LINDA	MATL/SUPP (Student Incentives)	350.00
P21-02722	Amazon Com	ED SERVICES	MTLS (COVID-19) DLI-Curren	1,147.33
P21-02723	Amazon Com	ED SERVICES	MTLS (COVID-19) DLI-Driffill	1,102.77
P21-02724	Amazon Com	ED SERVICES	MTLS (COVID-19) DLI-Elm	846.58
P21-02725	Amazon Com	ED SERVICES	MTLS (COVID-19) DLI-Harrington	590.38
P21-02726	Amazon Com	ED SERVICES	MTLS (COVID-19) DLI-Soria	1,125.06
P21-02727	Amazon Com	ED SERVICES	MTLS (COVID-19) DLI-Kamala	1,125.06
P21-02728	Amazon Com	ED SERVICES	MTLS (COVID-19) DLI-Lemonwood	868.86
P21-02729	Amazon Com	ED SERVICES	MTLS (COVID-19) DLI-Lopez	139.50
P21-02730	Amazon Com	ED SERVICES	MTLS (COVID-19) DLI-McKinna	679.49
P21-02731	Amazon Com	ED SERVICES	MTLS (COVID-19) DLI-Ramona	612.65
P21-02732	Amazon Com	SAN MIGUEL	Material & Supplies- COVID Classroom	204.56
P21-02733	Amazon Com	Special Ed	MATL/SUP (SpEd-COVID)	6,896.00
P21-02734	Marie Callender's	CURREN	mat/sup - instructional	1,000.00
P21-02735	PANERA BREAD COMPANY PANERA LL C	CURREN	mat/sup - instructional	450.00
P21-02736	Office Depot Bus Ser Div	FREMONT	Materials and Supplies (Instructional)	293.65

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PO Number	Vendor Name	Loc	Description	Order Amount
P21-02737	Flewelling and Moody	FACILITIES	WILLIAMS FUND/SERV (DRI WALK IN FREEZER)	25,000.00
P21-02738	Flewelling and Moody	FACILITIES	WILLIAMS FUND/SERV (CUR WALK IN FREEZER)	25,000.00
P21-02739	Flewelling and Moody	FACILITIES	WILLIAMS FUND/SERV (FAC ELECT SVC REPLACEMENT)	25,000.00
P21-02740	CANON SOLUTIONS AMERICA INC	GRAPHICS	Materials and Supplies	1,900.71
P21-02741	SCHOOL TECH SUPPLY	SORIA	EQUIP - Instructional	2,026.63
P21-02742	BARNES AND NOBLE BOOKSELLERS, INC.	FREMONT	Materials and Supplies (Instructional)	77.42
P21-02743	SCHOOL TECH SUPPLY	SIERRA LINDA	EQUIP (Teacher monitors)	4,937.03
P21-02744	SCHOOL TECH SUPPLY	LEMONWOOD	MAT/SUPPLIES (Instructional)	983.60
P21-02745	Lakeshore Learning Materials	SAN MIGUEL	Materials & Supplies	729.88
P21-02746	CASBO	BUSINESS	CONF-workshop, payroll staff	765.00
P21-02747	WIEBER CORPORATION FACTORY EXP RESS	GRAPHICS	Materials and Supplies	645.42
P21-02748	ISSQUARED, Inc	IT	Comp Sup	2,390.33
P21-02749	SCHOOL TECH SUPPLY	SORIA	Matls/Sup - Instructional	335.10
P21-02750	Veritiv Operating Company	GRAPHICS	Materials and Supplies	2,257.96
P21-02751	CANON SOLUTIONS AMERICA INC	GRAPHICS	Materials and Supplies	2,246.59
P21-02752	School Tech Supply	ED SERVICES	MATL/SUP	646.48
P21-02753	Amazon Com	RITCHEN	MATL/SUP-Admin	161.29
P21-02754	Amazon Com	FREMONT	Materials and Supplies Instructional	813.34
P21-02755	Amazon Com	ED SERVICES	MTLS (COVID-19) DLI Dept	202.63
P21-02756	Amazon Com	FACILITIES	COVID Materials and Supplies	452.69
P21-02757	PAVEMENT ENGINEERING INC	FACILITIES	DEF MAINT/SITE (FRA-LOP-MCA ASPHALT PROJ)	91,230.00
P21-02758	PRESENCELEARNING, INC	Special Ed	SERV	100,000.00
P21-02759	EDU Healthcare LLC	Special Ed	SERV	102,400.00
P21-02760	Museum of Science	ASES	MTRL/SUPL	46,518.51
P21-02761	HEZE LLC	FACILITIES	COVID Materials and Supplies	15,515.57
P21-02762	SIGLER WHOLESALE DISTRIBUTORS	FACILITIES	COVID Equipment	30,094.58
P21-02763	TRI-COUNTY OFFICE FURNITURE	ED SERVICES	FURNITURE	9,825.77
P21-02764	Amazon Com	CURREN	matl/sup - instructional	2,874.02
P21-02765	Amazon Com	LOPEZ	MATL/SUPPLY-INSTRUCTION	121.71
P21-02766	Lowe's	SORIA	Matls/Sup - Instructional	90.25
P21-02767	Staples Direct	SORIA	Matls/Sup - Instructional	409.79
P21-02768	Petroleum Telcom Inc DBA Telecom	MCKINNA	matl/sup-instructional	2,952.35
P21-02769	Lakeshore Learning Materials	DRIFFILL	Mat/Sup - Instruction	98.87
P21-02770	Lakeshore Learning Materials	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	505.15
P21-02771	CASAD COMPANY INC. TOTALLY PRO MOTIONAL	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	720.85
P21-02772	Lakeshore Learning Materials	HARRINGTON	Mat/Sup - Instruction	749.03
P21-02773	Lakeshore Learning Materials	SIERRA LINDA	Mat/Sup - Instruction	223.63
P21-02774	CABE	SORIA	CONF - Teachers	1,000.00
P21-02775	Lakeshore Learning Materials	SORIA	Matls/Sup - Instructional	2,565.40

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PO Number	Vendor Name	Loc	Description	Order Amount
P21-02776	Monster Technology LLC	SIERRA LINDA	MATL/SUPP (Toner)	2,754.09
P21-02777	Amazon Com	MCAULIFFE	Matl/Supp-Instructional	5,636.62
P21-02778	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	402.67
P21-02779	Atkinson,Andelson,Loya Ruud & Romo	HR	Serv-	41.25
P21-02780	Gopher Sport	MCAULIFFE	Malt/Supp-Instructional	1,580.30
P21-02781	SCHOOL TECH SUPPLY	PURCHASING	MTLS/EQUIP (LISA'S MONITOR)	1,771.98
P21-02782	Amazon Com	SAN MIGUEL	Materials & Supplies- COVID	339.41
P21-02783	ADV MEDICAL PERSONNEL SVCS INC	Special Ed	SERV(MAGANA) COVID PSYCH ASSESSMENTS	11,400.00
P21-02784	360 Degree Customer, Inc	Special Ed	SERV(GANIR) COVID RSP ASSESSMENTS	28,560.00
P21-02785	360 Degree Customer, Inc	Special Ed	SERV(PSYCH) COVID ASSESSMENTS	44,840.00
P21-02786	360 Degree Customer, Inc	Special Ed	SERV(PSYCH) COVID ASSESSMENTS	34,200.00
P21-02787	APPLE INC EDUCATION	CNS	computers	9,787.86
P21-02788	Lakeshore Learning Materials	SAN MIGUEL	Materials & Supplies- A. Mulvihill, SLP	293.09
P21-02789	HEAR & C	Pupil Svcs	MAT/SUP	63.88
P21-02790	VARI SALES CORP.	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	669.13
P21-02791	SCHOOL TECH SUPPLY	IT	Repair	297.03
P21-02792	Lakeshore Learning Materials	RITCHEN	MATL/SUP-Instructional	35.16
P21-02793	KAPCO	CHAVEZ	MATERIALS AND SUPPLIES-INSTRUCTIONAL	550.22
P21-02794	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	791.98
P21-02795	3 Chords, Inc Therapy Traveler s	Special Ed	SERV(SLP-E. PORGESS)	43,200.00
P21-02796	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	8,355.11
P21-02797	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	8,073.88
P21-02798	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	11,849.18
P21-02799	Petroleum Telcom Inc DBA Telecom	ELM	MATL/SUPP- SERVICE	133.07
P21-02800	HEALTH 4 HIRE, INC	ERC	Textbooks	922.38
P21-02801	West Shield Adolescent Service	Special Ed	SERV (AE051507)	2,771.20
P21-02802	Amazon Com	SAN MIGUEL	Materials & Supplies- COVID	2,014.74
P21-02803	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	2,056.35
P21-02804	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	243.73
P21-02805	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	1,473.70
P21-02806	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	243.73
P21-02807	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	243.73
P21-02808	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	243.73
P21-02809	MCGRAW HILL EDUCATION, INC	ERC	Textbooks	243.73
P21-02810	Amazon Com	FACILITIES	Materials and Supplies	468.41
P21-02811	Amazon Com	FACILITIES	Materials and Supplies	2,811.93
P21-02812	Amazon Com	FACILITIES	Materials and Supplies	19.34
P21-02813	Amazon Com	FACILITIES	Materials and Supplies	96.52
P21-02814	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	2,827.02
P21-02815	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-iNST	136.77
P21-02816	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	6,176.85
P21-02817	Perma Bound Books	FRANK	BKS - Instructional	624.70

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PO Number	Vendor Name	Loc	Description	Order Amount	
P21-02818	POLYSPEDE ELECTRONICS CORP.	FACILITIES	HVAC Equipment	1,120.98	
P21-02819	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Prof Service / Chavez	370.00	
P21-02820	Forbess Consulting Group, Inc FCG Environmental	FACILITIES	Prof Service / M. West, Kamala, Curren	1,897.50	
P21-02821	Veritiv Operating Company	GRAPHICS	Materials and Supplies	502.75	
P21-02822	RPM TOOL GROUP ROB PEREZ SNAPO N TOOLS	TRANSPORTATIO	SUPPLIES	1,016.50	
P21-02823	ACSA/FEA	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	249.00	
P21-02824	Amazon Com	FREMONT	Materials and Supplies Instructional	1,179.01	
P21-02825	Office Depot Bus Ser Div	RISK MGMT	Materials and Supplies	3,000.00	
P21-02826	School Health Corporation	WAREHOUSE	Stores Supplies	270.15	
P21-02827	Veritiv Operating Company	WAREHOUSE	Stores Supplies	5,220.06	
P21-02828	Ashton Awards Inc Aswell Troph y	LOPEZ	MATL/SUPPLY	327.38	
P21-02829	Amazon Com	FREMONT	Materials and Supplies Instructional	503.60	
P21-02830	Amazon Com	RAMONA	return to school student name tags	221.02	
P21-02831	CARNITAS EL BROTHER INC	RAMONA	SIP Day Catering	617.70	
P21-02832	Office Depot Bus Ser Div	FREMONT	Materials and Supplies (Instructional)	1,534.59	
P21-02833	Amazon Com	FREMONT	Materials ans Supplies (Instructional)	32.31	
P21-02834	Grainger Inc	WAREHOUSE	Stores Supplies	589.22	
P21-02835	Uline	WAREHOUSE	Stores Supplies	977.72	
P21-02836	SCHOOL TECH SUPPLY	MARINA	MATL/SUPL - Instr	4,760.71	
P21-02837	SCHOOL TECH SUPPLY	SORIA	Matls/Sup - Instructional	7,405.55	
P21-02838	Gopher Sport	SORIA	MTLS/SUPL (PRATER -PE EQUIP)	1,434.78	
P21-02839	Play With A Purpose	SAN MIGUEL	Materials & Supplies	4,973.72	
P21-02840	CCI Office Technologies	GRAPHICS	Materials and Supplies	5,183.85	
P21-02841	Amazon Com	MARINA	MATL/SUPL-Instructional	9,850.64	
P21-02842	Maad Graphics	CHAVEZ	MATERIALS AND SUPPLIES-SAFETY	1,157.94	
P21-02843	Amazon Com	RISK MGMT	COVID-19 Materials and Supplies	7,428.49	
P21-02844	Amazon Com	MARSHALL	MATL/SUP - Instruction	2,530.39	
P21-02845	Amazon Com	EARLY CHILDHOO	Mat/Sup - Instruction	242.14	
P21-02846	Amazon Com	RISK MGMT	Covid-19 materials and supplies	1,045.34	
P21-02847	Amazon Com	SAN MIGUEL	Materials & Supplies- Classroom	280.59	
P21-02848	Cardea Services	ERC	Textbooks	3,608.49	
P21-02849	VENTURA HOSPITALITY PARTNERS C ROWNE PLAZA VENTURA BEACH	SUPERINTENDEN	Cabinet Retreat	4,241.55	
Total Number of POs			402	Total	2,819,669.11

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	376	2,416,337.99
120	CHILD DEVELOPMENT FUND	10	4,338.10
130	CAFETERIA FUND	13	300,301.59
140	DEFERRED MAINTENANCE FUND	2	94,230.00
214	BOND FUND MEASURE D 2016	2	4,461.43
Total Fiscal Year 2021			2,819,669.11

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

ESCAPE ONLINE

Includes Purchase Orders dated 03/03/2021 - 03/31/2021

Total 2,819,669.11

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

ESCAPE ONLINE

Page 11 of 12

Includes Purchase Orders dated 03/03/2021 - 03/31/2021

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P21-00034	9,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P21-00042	20,000.00	120-4300	CHILD DEVELOPMENT FUND/MATERIALS AND SUPPLIE	5,000.00
P21-00122	600.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	170.31
P21-00124	600.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	168.28
P21-00125	431.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	107.75
P21-00169	6,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,973.15
P21-00175	12,000.00	010-4322	GENERAL FUND/FLOOR SUPPLIES	5,500.00
P21-00188	25,000.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	4,398.32
P21-00209	5,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.00
P21-00242	4,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P21-00272	30,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	5,000.00
P21-00278	5,000.00	010-4353	GENERAL FUND/EQUIPMENT PARTS	1,000.00
P21-00312	4,000.00	010-5632	GENERAL FUND/REPAIRS	1,000.00
P21-00325	2,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	93.18-
P21-00400	7,000.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	2,000.00
P21-00415	125,000.00	010-5901	GENERAL FUND/POSTAGE	25,000.00
P21-00436	1,000.00	120-5631	CHILD DEVELOPMENT FUND/MAINTENANCE AGREEME	220.00
P21-00478	7,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P21-00578	6,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P21-00609	600.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	110.66
P21-00639	29,740.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	4,740.00
P21-00651	500.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	127.07
P21-00667	7,863.85	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P21-00705	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	363.61
P21-00756	46,318.31	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	20,814.26
P21-00761	53,996.05	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	28,996.05
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	5,373.25
		Total PO P21-00761		34,369.30
P21-00768	47,372.74	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	21,396.79
P21-00889	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P21-00898	3,232.50	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,077.50
P21-00935	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P21-00947	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P21-01009	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P21-01011	840.73	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	400.00
P21-01031	159,200.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	34,200.00
P21-02107	1,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P21-02199	150.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	25.00
P21-02298	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	.00
P21-02333	75.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	50.00
P21-02416	6,091.34	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,185.66-
P21-02428	500.69	010-4200	GENERAL FUND/BOOKS OTHER THAN TEXTBOOKS	49.91
P21-02441	4,472.91	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	47.10
		Total PO Changes		180,530.17

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

ESCAPE ONLINE

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth Quinto

Date of Meeting: April 14, 2021

Agenda Section: Section C: Consent Agenda

Request for Approval of Resolution #20-21 Identifying District Representatives to the State Allocation Board (Quinto)

The Office of Public School Construction's (OPSC) State Allocation Board (SAB) requires Board action to appoint staff members as District Representatives to their organization. Said Representatives certify documents and act as liaisons with the SAB. OPSC must be notified when a change in the representation occurs.

Dr. Karling Aguilera-Fort, Superintendent, and Dana Miller, Director of Facilities are currently on file with OPSC/SAB as District Representatives. Resolution #20-21 to appoint Ruth F. Quinto, CPA, Assistant Superintendent, Business & Fiscal Services, as an additional authorized District Representative is hereby presented for the Board's consideration.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve Resolution #20-21 as outlined above and authorize its filing with the SAB.

ADDITIONAL MATERIALS:

Attached: [Resolution #20-21 \(2 pages\)](#)

RESOLUTION #20-21

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT IDENTIFYING DISTRICT
REPRESENTATIVES TO THE STATE ALLOCATION BOARD**

WHEREAS, the Board of Trustees of the Oxnard School District will be requesting funding of one or more School Facility Program projects pursuant to Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et Seq. of the Education Code; and

WHEREAS, the Board of Trustees of the Oxnard School District is required to identify the District Representatives that will certify documents and act as liaisons with the State Allocation Board; and

WHEREAS, the Board of Trustees of the Oxnard School District has identified the following individuals as the District Representatives:

- ◆ Karling Aguilera-Fort, Superintendent
- ◆ Ruth F. Quinto, CPA, Assistant Superintendent, Business & Fiscal Services
- ◆ Dana Miller, Director, Facilities

WHEREAS, the District Representatives have been directed to review all school sites for modernization eligibility and update the eligibility on an annual basis when applicable;

WHEREAS, the District Representatives have been directed to review the District's new construction eligibility and update the eligibility on an annual basis when applicable;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Oxnard School District authorizes the District Representatives to execute documents as necessary to carry out the provision of this Resolution.

PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District the 14th day of April, 2021.

President of the Board Trustees of the
OXNARD SCHOOL DISTRICT

Clerk of the Board Trustees of the
OXNARD SCHOOL DISTRICT

CLERK'S CERTIFICATE

I, Veronica Robles-Solis, Clerk of the Board of Trustees of the OXNARD SCHOOL DISTRICT, hereby certify that the foregoing is a full, true, and correct copy of Resolution #20-21 adopted at a regular meeting place thereof on the 14th day of April, 2021, of which meeting all the members of said Board of Trustees had due notice and at which a majority thereof were present, and that at said meeting said Resolution was adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTIONS: _____

An agenda of said meeting was posted at least 72 hours before said meeting at Oxnard, California, a location freely accessible to members of the public, and a brief general description of said Resolution appeared on said agenda.

I further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office; that the foregoing Resolution is a full, true and correct copy of the original Resolution adopted at said board meeting and entered in said minutes; and that said Resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: April 14, 2021

Clerk of the Board of Trustees of the
OXNARD SCHOOL DISTRICT

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: April 14, 2021

Agenda Section: Section C: Consent Agenda

2020-2021 2nd Quarter Williams VCOE Activity Report (Torres/Magaña)

Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis, to the Governing Boards of districts with deciles 1 to 3 schools. The attached report reflects the Ventura County Office of Education's Williams-related visits and activities completed during the 2nd quarter of fiscal year 2020-2021.

FISCAL IMPACT:

It is the recommendation of the Assistant Superintendent, Human Resources and the Risk Manager that the Board of Trustees review and accept the 2020-2021 2nd Quarter Williams VCOE Activity Report, as presented.

RECOMMENDATION:

None.

ADDITIONAL MATERIALS:

Attached: [Memorandum from Danni Brook, Executive Director, School Business & Advisory Services, VCOE \(One Page\)](#)
[2020-2021 2nd Quarter Williams VCOE Activity Report Torres.Magana \(One Page\)](#)

Date: February 3, 2021

To: District Superintendents

From: Danni Brook, Executive Director
School Business and Advisory Services

Subject: 2020-21 Quarter 2 - Williams COE Activity Report

Education Code Section 1240(c)(2)(C) requires that the County Superintendent report the results of any Williams Lawsuit Settlement visits, on a quarterly basis, to the Governing Board of districts with deciles 1 to 3 schools. The attached report should be presented to the Governing Board of your District at a regularly scheduled meeting held in accordance with public notification requirements.

The attached report reflects our Williams related visits and activities completed during Quarter 2 of the fiscal year 2020-21. In summary, we are continuing the annual review of teacher assignments and vacancies in deciles 1 to 3 schools as required under Education Code Section 44258.9. The findings of that review will be available sometime prior to July 1, 2021 and reported in the annual Williams Report. In addition, this quarterly report does not comment on our review of the annual school accountability report cards. That review will conclude later in the school year and will be reported on at that time.

If you have any questions or comments about the Williams Settlement or the attached report, please contact me at 805-383-1981.

cc: Dr. Cesar Morales, VCOE Deputy Superintendent
Misty Key, VCOE Associate Superintendent
District Williams Coordinator

Attachment

Ventura County Office of Education
Williams Activity Report for Quarter 2
Fiscal Year 2020-21

California Education Code Section 1240 requires that the County Superintendent annually visit the 54 schools in Ventura County that were ranked in deciles 1 to 3 of the 2012 Academic Performance Index. The purpose of the visit is to ensure that all students have access to sufficient textbooks or instructional materials, to assess the condition of the facilities and identify any emergency or urgent threats to the health or safety of pupils or staff, and to determine if the school has provided accurate data for the annual school accountability report card (SARC) related to instructional materials and facilities conditions.

During the first four weeks of the 2020-21 school year, County Office of Education inspectors visited all “Williams” schools to determine if sufficient textbooks or instructional materials were available, and to assess the condition of school facilities. The findings of these visits were summarized on the Quarter 1 Activity Report for your District issued in November of 2020.

While much of the specific Williams related activities occur during the Quarter 1, several activities take place throughout the fiscal year. These activities include:

The annual review of teacher assignments and vacancies in deciles 1 to 3 schools, as required by Education Code Section 44258.

The annual review of the prior fiscal year audit reports to identify any audit findings relating to Williams issues and determine how those findings will be corrected.

The annual review of each school’s school accountability report card to verify that known Williams related issues are correctly reported.

The results of these reviews will be published in our annual Williams report in November of 2021.

If you have any questions about the Williams Settlement process or the information contained in this Quarter 2 Activity Report for your District, please call Danni Brook, Executive Director of School Business Advisory Services, at 805-383-1981.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: April 14, 2021

Agenda Section: Section C: Consent Agenda

Approval of the 2020-21 Quarterly Report on Williams Uniform Complaints, Third Quarter (Torres)

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

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

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2020-21 Quarterly Report on Williams Uniform Complaints, third quarter, as presented.

ADDITIONAL MATERIALS:

Attached: [Williams Quarterly Report APRIL2021 \(one page\)](#)

Quarterly Report on Williams Uniform Complaints

[Education Code § 35186]

Fiscal Year 2020-21 District: **Oxnard School District**

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

Quarterly Report Submission Date: **April 2021 (01/01/21 to 3/31/21)**

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

Please check box that applies:

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

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

Karling Aguilera-Fort, Ed.D.

Print Name of District Superintendent

Signature of District Superintendent

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: April 14, 2021

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Batista/Nair)

The attached are recommended Personnel Actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with the salary regulations of the District. Personnel Actions include: new hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, authorizations, and leaves of absence.

FISCAL IMPACT:

N/A

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Personnel Actions \(three pages\)](#)

CERTIFICATED PERSONNEL ACTIONS

Listed below are recommended Certificated Personnel Actions presented to the Board of Trustees for consideration. The salaries for the individuals employed will be determined, in accordance with the salary regulations of the District.

New Hires

Agraz Figueroa, Orlando	School Psychologist, SPED	04/12/2021
Jaimes, Ingrid	Manager, SPED	04/27/2021
Jose, Victoria	ISP, Ramona	03/15/2021
Politi, Paige	Teacher M/M, SPED	03/15/2021
Rubin, Matthew	Principal, Kamala	04/05/2021
Botuyan Arriola, Sharra Lou	Substitute Teacher	2020/2021 School Year
Espinoza, Juan	Substitute Teacher	2020/2021 School Year
Hammer, Stephanie	Substitute Teacher	2020/2021 School Year
Hernandez, Magaly	Substitute Teacher	2020/2021 School Year
Hernandez, Yvette	Substitute Teacher	2020/2021 School Year
Menchaca, Juliana	Substitute Teacher	2020/2021 School Year
Samudio, Delzy	Substitute Teacher	2020/2021 School Year
Vargas, Alejandra	Substitute Teacher	2020/2021 School Year
Cwiklo, Pamela	Administrator Substitute	2020/2021 School Year
Flores-Beck, Carol	Administrator Substitute	2020/2021 School Year

Change of Status

Gonzales-Villalpando, Rae Ann	Teacher, Curren	04/12/2021
Nocero, Jodi	Director, Pupil Services	04/05/2021

39-Month Rehire List

Polda, Michael	Science Teacher, Chavez	03/22/2021
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Resignations

Boden, Gwendolyne	Teacher, Curren	04/09/2021
Cabrera, Vanessa	School Psychologist, SPED	04/16/2021
Ridge, Michael C.	Director, Pupil Services	03/31/2021

Retirement

Rivera-Moreno, Juliana	Teacher, Harrington	6/17/2021
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Leave of Absence

Arciniega, Kimberly	Teacher, Kamala	03/04 – 06/17/2021
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New Hire

Hernandez, Irene	Health Care Technician, Position #2943 Pupil Services 7.0 hrs./183 days	03/22/2021
Quinto, Ruth	Assistant Superintendent Business & Fiscal Services, Position #301 Business Services 8.0 hrs./246 days	03/04/2021
Verduzco, Brittany	Human Resources Analyst, Position #10179 Personnel Commission 8.0 hrs./246 days	04/15/2021

Limited Term

Adams, Jonathan	Paraeducator (substitute)	03/08/2021
Aranzazu, Johnnel R	Paraeducator (substitute)	03/19/2021
Bernal, Jose	Custodial (substitute)	02/25/2021
Cadoff, Jennifer	Clerical (substitute)	03/08/2021
Guitanda, Arturo	Custodian (substitute)	03/09/2021
Ricchiazzi, Elmira I	Paraeducator (substitute)	04/12/2021
Robles, Josephine C	Paraeducator (substitute)	03/26/2021
Ruiz, Geydi L	Clerical (substitute)	03/04/2021
Solorio, Rodrigo	Custodian (substitute)	03/09/2021
Troncoso, Erika L	Paraeducator (substitute)	04/12/2021

Promotion

Flores, Marcella	School Office Manager, Position #989 Brekke 8.0 hrs./210 days Secretary, Position #1357 Enrollment Center 8.0 hrs./246 days	04/12/2021
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Transfer

Perdomo, Catherine A	Paraeducator III, Position #7467 McAuliffe 5.75 hrs./183 days Paraeducator III, Position #8560 Lopez 5.75 hrs./183 days	04/12/2021
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Reclassification

Orejel, Judith	Administrative Assistant, Position #7928 Enrichment & Specialized Programs 8.0 hrs./246 days Secretary, Position #7928 Enrichment & Specialized Programs 8.0 hrs./246 days	03/12/2021
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In Lieu of Layoff

Cobian Rosales, Cynthia	Paraeducator I, Position #7821 Lemonwood 4.167 hrs./183 days Paraeducator I, Position #7821 Lemonwood 5.5 hrs./183 days	04/12/2021
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Recall from Layoff

Gutierrez, Sami P	Intermediate School Secretary, Position #6244 Lemonwood 8.0 hrs./192 days	03/10/2021
Perez, Maria A	Office Assistant III, Position #10183 Special Education 8.0 hrs./246 days	03/22/2021

Unpaid Leave of Absence

Vasquez, Sylvia	Transportation Scheduler/Router, Position #1446 Transportation 8.0 hrs./246 days	03/08/2021- 06/04/2021
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Medical Layoff

7552	Child Nutrition Worker, Position #2768 Fremont 5.0 hrs./185 days	03/01/2021
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Release from Probation

6385	Technology Services Technician, Position #9940 Technology 8.0 hrs./221 days	03/03/2021
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Resignation

Barragan, Mayra A	Library Media Technician, Position #1849 Elm 5.0 hrs./190 days	03/17/2021
Melendez, Michelle R	Paraeducator I, Position #7173 Elm 4.167 hrs./183 days	04/12/2021
Mendoza, Lilibeth N	Paraeducator III, Position #7926 San Miguel 5.75 hrs./183 days	03/26/2021

Retirement

Moody, Vonna	Records Assistant, Position #826 Purchasing 8.0 hrs./246 days	06/30/2021
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: April 14, 2021

Agenda Section: Section C: Consent Agenda

Establish/Abolish/Increase/Reduce Hours of Position (Torres/Nair)

Establish

a five hour and forty five minute 246 day Office Assistant III position number 10209 to be established in the Special Education department. This position will be established to provide additional support.

an eight hour 246 day Office Assistant II position number 10210 to be established in the State Preschool department. This position will be established to provide additional support.

an eight hour 246 day Human Resources Analyst position number 10199 to be established in the Classified Human Resources department. This position will be established to provide additional support.

Abolish

an eight hour 246 day Administrative Assistant position number 1221 to be abolished in the Classified Human Resources department. This position will be abolished due to the lack of funds.

Reduce

a four hour and twenty five minute 183 day Paraeducator I position number 9165 to be reduced to three hours and forty minutes at McKinna school. This position will be reduced due to the lack of funds.

a four hour and twenty five minute 183 day Paraeducator I position number 7186 to be reduced to three hours and forty minutes at McKinna school. This position will be reduced due to the lack of funds.

FISCAL IMPACT:

Cost for Office Assistant III: \$43,561 Special Ed. funds

Cost for Office Assistant II: \$70,858 State Preschool funds

Cost for Human Resources Analyst: \$94,163 Personnel Commission funds

Cost for Administrative Assistant: \$82,494 Personnel Commission funds

Cost for 2 Paraeducator I's: \$7,236 General funds

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 14, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement/MOU #20-146 – R.M. Pyles Boys Camp (DeGenna/Nocero)

R.M. Pyles Boys Camp is a youth leadership and character development program for selected economically disadvantaged boys 12-14 years of age. Its purpose is to instill new attitudes and behaviors as well as to teach positive alternatives to youth that are at a tremendous disadvantage to compete in today's world. Our ultimate goal is to help create productive and responsible citizens.

Term of Agreement: April 15, 2021 through June 30, 2022

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Educational Services, and the Director, Pupil Services, that the Board of Trustees approve Agreement/MOU #20-146 with R.M. Pyles Boys Camp.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #20-146, R.M. Pyles Boys Camp \(2 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

**Agreement/Memorandum of Understanding #20-146
between
Oxnard School District
and
R.M. Pyles Boys Camp**

This Memorandum of Understanding (MOU) is entered into by and between R.M. Pyles Boys Camp and the Oxnard School District.

Purpose: R.M. Pyles Boys Camp is a youth leadership and character development program for selected economically disadvantaged boys ages 12 to 14 years of age. Its purpose is to instill new attitudes and behaviors as well as to teach positive alternatives to youth that are at a tremendous disadvantage to compete in today's world. Our ultimate goal is to help create productive and responsible citizens.

Term: The term of this MOU shall commence April 15, 2021 and shall terminate June 30, 2022

Compensation: The Oxnard School District **will not be charged for the services provided by** R.M. Pyles Boys Camp.

Description of Services:

A. Oxnard School District agrees to the following:

1. Based upon the selection criteria detailed in the provided "Selector Handbook", select qualified deserving boys to attend R.M. Pyles Boys Camp.
2. Oxnard School District will provide parents with camp brochure and answer any basic questions parents might have.
3. After selection, Oxnard School District will complete a "Reason for Selection Form", and submit this form included with the completed camper application to the camp office.
4. Oxnard School District will provide follow up with the families to ensure applications are submitted in a timely manner.
5. Oxnard School District will coordinate with a camp representative to schedule a Camper/Parent Orientation Meeting.
6. Oxnard School District will notify the Camp in a timely manner of any last-minute dropouts.

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

Authorized Approval:

R.M. PYLES BOYS CAMP:

Signature

Typed Name/Title

Date

OXNARD SCHOOL DISTRICT:

Signature

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

Date

CERTIFICATE OF LIABILITY INSURANCE

2/3/2021

Producer

MANION/BELL INSURANCE ASSOCIATES
 P. O. BOX 36186
 LOS ANGELES, CA. 90036
 (213) 387-8294* FAX (213) 389-5833
 LIC. # 0655274

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGES

- Company
A MARKEL INSURANCE COMPANY
- Company
B
- Company
C
- Company
D

Insured

R. M. Pyles Boys Camp, Inc.
 27211 Henry Mayo Drive
 Valencia, CA 91355

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	INCEPTION	EXPIRATION		LIMITS	
A X	COMM. GENERAL LIABILITY OCCURRENCE FORM OTHER _____	8502CY343892	3/31/2020	3/31/2021	GENERAL AGGREGATE PRODUCTS*COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire)	\$5,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$100,000	
	PREMISES MED PAYMENTS (Any one person EXCLUDING CAMPERS & VOLUNTEER WORKERS)						\$5,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS PHYSICAL DAMAGE				COMBINED SINGLE LIMIT BODILY INJURY FROM UNINSURED MOTORIST PER PERSON/PER ACCIDENT AUTO MEDICAL PAYMENTS ACV LESS DEDUCTIBLE OF		
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE		
	PROPERTY INSURANCE				PERILS INSURED AGAINST: DEDUCTIBLE CONTENTS & EQUIPMENT		

SPECIAL TERMS OR CONDITIONS:

Certificate Holder is added as additional insured for liability arising out of insured's operations.

CANCELLATION

Oxnard School District
 Attn.: Jessica Alcantar, Secretary
 1051 S A Street
 Oxnard CA 93030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Ursula C. Bell

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 14, 2021

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #20-156 with Dr. Felicia J. Lew, OD (DeGenna/Edwards)

Dr. Felicia J. Lew will provide Independent Education Evaluator Services to the Special Education Services Department during the 2020-2021 academic year to complete evaluations and optometry support services.

Term of Agreement: April 15, 2021 through June 30, 2021

FISCAL IMPACT:

\$5,000.00 (per attached rate sheet) – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-156 with Dr. Felicia J. Lew.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-156, Dr. Felicia J. Lew, OD \(13 Pages\)](#)
[Proposal \(4 Pages\)](#)
[Certificate of Insurance \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #20-156

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 14th day of April 2021 by and between the Oxnard School District (“District”) and Dr. Felicia J. Lew, OD (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

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

OPERATIVE PROVISIONS

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from April 15, 2021 through June 30, 2021 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Five Thousand Dollars (\$5,000.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

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

To Consultant: Dr. Felicia J. Lew, OD
3160 Telegraph Rd., Suite #206
Ventura, CA 93003
Phone: (805) 765.4892
Fax: (805) 222.7580
Email: flewod@neurovisiontraining.com

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

DR. FELICIA J. LEW, OD:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #20-156

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-156

SERVICES

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

***PER ATTACHED PROPOSAL/RATE SCHEDULE**

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

***PER ATTACHED PROPOSAL/RATE SCHEDULE**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #20-156

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-156

COMPENSATION

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

Total compensation shall not exceed Five Thousand Dollars (\$5,000.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

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

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

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

IV. The total compensation for the Services shall not exceed \$5,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-156

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #20-156

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #20-156

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #20-156

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing

March 2, 2021

TO:

Special Education Department
Oxnard School District
1051 South A St
Oxnard, CA 93030

FROM:

Felicia J Lew, OD, Optometric Corporation
Developmental, behavioral and neuro optometry
3160 Telegraph Rd, Suite 206
Ventura, CA 93003
(805)765-4892
Fax: (805)222-7580
E-mail: flewod@neurovisiontraining.com
www.neurovisiontraining.com

PROPOSAL FOR OXNARD SCHOOL DISTRICT

I, Felicia J Lew, OD, propose a contract with the Oxnard School District to assist in identifying students with vision-related learning and educational disparities, performing a thorough evaluation of the visual system for these students and, if necessary, providing a program of vision therapy and/or rehabilitation to remediate learning-related visual dysfunctions.

Scope of Work

- **General optometry**
 - Examine, diagnose, treat, and manage diseases, injuries, and disorders of the visual system, the eye, and associated structures as well as identify related systemic conditions affecting the eye.
- **Developmental and functional vision evaluation**
 - Determine eyewear prescription for visual clarity, binocularity, visual efficiency and neuro-visual processing
 - Oculomotility and visual efficiency/performance testing which includes RightEye testing (accuracy of eye movements, hand-eye reaction time, visual fixation stability) using computerized eye tracking
 - Testing for binocularity, or how the eyes interact with each other
 - Testing for accommodation, or focusing
 - Testing for functional peripheral vision, or peripheral awareness
 - Visual perception testing – includes visual-spatial awareness, visual memory, visual discrimination, visual closure, visual figure-ground.
 - Visual motor integration, or hand-eye-body coordination, testing
- **Vision Therapy program**
 - A progressive program of vision procedures performed face-to-face with Dr. Lew and the student
 - Utilizes a variety of vision devices including lenses, prisms, filters, computerized training programs, occluders, and other specialized tools designed specifically for vision activities
 - Generally conducted in-office in once- or twice-weekly sessions of 30 minutes to an hour
 - Weekly home activities assigned
 - Individualized to fit the needs of each patient
- **Neuro-optometric rehabilitation** - Vision is often significantly affected by neurological events including concussion, brain surgery, systemic infections (e.g.- Lyme disease) and cerebral palsy. Further testing for visual complications such as visual neglect, visual field cut and Visual Midline Shift Syndrome is often necessary. Implementing a program of vision therapy is often recommended for vision rehabilitation.

Rate Sheet:

COMPREHENSIVE EYE EXAM: including pupil dilation/cycloplegia which may be required to determine if glasses are needed and to examine the eye structures. The eye exam takes place at Ventura Ophthalmology Medical Group (VOMG). This may be covered by the student's medical or vision insurance. Please call the VOMG office at (805)648-6891 to inquire regarding rates based on whether the student has insurance coverage the practice accepts.

ADDITIONAL MEDICAL OPHTHALMOLOGICAL TESTING: Some additional tests which can be covered by medical insurance may be required such as sensorimotor exam, visual field testing, visual evoked potentials and digital photographs. These medical procedures and tests require a medical diagnosis for insurance coverage.

EYEGASSES: My practice does not sell eyeglasses. A prescription for glasses, if determined appropriate, will be furnished and the student can choose an optical to have glasses purchased and fabricated. Occasionally, I will change glasses prescriptions during the course of therapy as visual abilities improve.

VISUAL FUNCTION TESTING: includes measuring eye alignment, eye tracking (with computerized RightEye technology which records eye movements during oculomotor tasks including reading), checking for binocularity, Developmental Eye Movement Test or King-Devick Test, functional peripheral vision (tests different colors and targets sizes), and visual-vestibular testing. Fee: \$60 per 15 minutes, billed in 15 minute increments. This portion of testing typically takes 60-75 minutes.

DEVELOPMENTAL VISION TESTING: includes primitive reflex evaluation, Test of Visual Motor Skills, Test of Visual Perceptual Skills, visual-auditory integration, Dyslexia Screener, directionality and Reversals Frequency Test. Fee: \$60 per 15 minutes, billed in 15 minute increments. This testing portion typically takes 60-90 minutes.

EQUIPMENT FEE: \$50 non-refundable for non-returnable vision therapy home aids.

EQUIPMENT RENTAL: \$150 will be refunded if rented equipment returns in good reusable condition.

VISION THERAPY: \$60 per 15 minutes, billed in 15 minute increments. Vision therapy sessions are typically 30-45 minutes.

PROGRESS CHECKS: can be partially billed to insurance, if applicable. \$60 per 15 minutes if paid in cash. Progress checks are usually performed after 10-12 visits and take 15-30 minutes.

All in-office testing and vision therapy is one-on-one, face-to-face with Dr. Lew. Telehealth visits are possible for some activities by request and fees are the same.

Please note:

- The Liability Insurance Certificate- With Oxnard School District listed as an additional certificate holder was e-mailed separately.
- Felicia J Lew, OD, Optometric Corporation does not have Non Public Agency Certification.
- W-9 is attached

Please contact Dr. Lew with any questions and/or concerns. Thank you.

Felicia Lew, OD, Optometric Corporation

03/02/2021



THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

February 18, 2021

Oxnard School District
1051 S A ST
OXNARD CA 93030

Account Information:

Policy Holder Details :	Felicia J. Lew, OD, Optometric Corporation
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Contact Us

Business Service Center

Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)

Phone: (866) 467-8730

Fax: (888) 443-6112

Email: agency.services@thehartford.com

Website: <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/18/2021

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

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

PRODUCER TOLMAN & WIKER INS SERVICES LLC 72250231 PO BOX 1388 VENTURA CA 93002	CONTACT NAME:	
	PHONE (805) 585-6100 (A/C, No, Ext):	FAX (805) 585-6100 (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Sentinel Insurance Company Ltd.	NAIC# 11000
INSURED FELICIA J. LEW, OD, OPTOMETRIC CORPORATION 3160 TELEGRAPH RD STE 206 VENTURA CA 93003-3257	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		72 SBA BC5407	06/06/2020	06/06/2021	EACH OCCURRENCE	\$1,000,000
							\$1,000,000	
							\$10,000	
							\$1,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:								
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			72 SBA BC5407	06/06/2020	06/06/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							
	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	
A	DATA BREACH - DEFENSE & LIAB COVG			72 SBA BC5407	06/06/2020	06/06/2021	Limit	\$100,000

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

Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

Oxnard School District
 1051 S A ST
 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

Susan L. Castaneda

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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 14, 2021

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #21-01 – enVision Consulting Group Inc. (DeGenna/Nocero)

California Education Code (EC) 48980 (“Ed Code”) requires school districts to notify parents annually of their rights and responsibilities with respect to a number of topics listed in the Ed Code. In Oxnard School District this is accomplished via distribution of the Annual Parent Rights Notification Handbook (“Handbook”) at the beginning of each school year.

The Handbook provides families with important information and notifications related to District procedures and policies. It is updated annually to comply with recent changes to the Ed Code as well as recent legislation. Each family is required to sign and return the “Acknowledgement of Receipt and Review” form included in the Handbook.

enVision Consulting Group Inc. assists the District in the yearly revision of the Annual Parent Rights Notification Handbook, and also provides translation services for the handbook.

Term of Agreement: July 1, 2021 through June 30, 2022

FISCAL IMPACT:

Not to exceed \$3,000.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-01 with enVision Consulting Group Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #21-01, Envision Consulting Group Inc. \(6 Pages\)](#)



enVision Consulting Group

Consulting Services Agreement

This agreement is hereby entered into on April 14, 2021 (Effective Date) and between the **Oxnard School District**, hereinafter referred to as "District", and **enVision Consulting Group, Inc.**, (A California Corporation), hereinafter referred to as "Consultant."

WHEREAS, District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, District is in need of such special services and advice; and

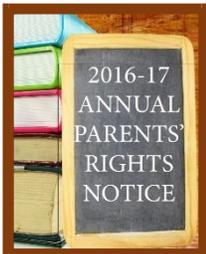
WHEREAS, Consultant is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

District accepts the following consulting services (indicate selections by initialing in provided space):

 X Annual Parents' Rights Notification Services (Appendix A)

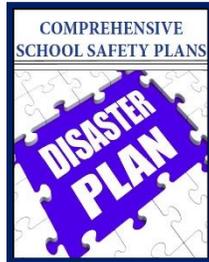
Consulting Services



Annual Parent Notification



School Accountability Report Card



Comprehensive School Safety Plans



School Plan for Student Achievement



Translation Services



enVision Consulting Group

I. DISTRICT'S RESPONSIBILITIES

I.1. District will provide Consultant with all the documents, records and information necessary, in both electronic and paper copies to complete services. District agrees to promptly pay Consultant for fees for services rendered. Payments are due and payable within 30 days after the invoice date.

II. CONSULTANT'S RESPONSIBILITIES

II.1. See Appendix related to individual service agreement for specific responsibilities.

III. TERM

Consultant shall commence providing services under this agreement on Effective Date, and will diligently perform as required and complete services within timeframe indicated on Appendix A.

IV. EXPENSES

District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District.

V. INDEPENDENT CONTRACTOR

Consultant, in the performance of this agreement, shall be and act as an independent contractor. Consultant understands and agrees that Consultant and all of Consultant's employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this agreement. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Consultant's employees.

VI. MATERIALS

VI.1. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this agreement.

VI.2. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Consultant's profession.



enVision Consulting Group

VII. TERMINATION

District may, with or without reason, terminate this agreement and compensate Consultant for services rendered to the date of termination. District must submit termination request in writing and deliver via certified U. S. Mail to Consultant 30 days prior to actual date of termination of services by Contractor. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

VIII. HOLD HARMLESS

VIII.1. Consultant agrees to and does hereby indemnify, hold harmless and defend the District and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

VIII.1.1. Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Consultant or any person, firm or corporation employed by the Consultant, either directly or by independent contract, upon or in connection with the services called for in this agreement, however caused, except for liability for damage referred to above which result from the negligence or willful misconduct of the District or its officers, employees or agents.

VIII.1.2. Any injury to or death of any person(s), including the District's officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the Consultant, or any person, firm or corporation employed by the Consultant, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this agreement, whether said injury or damage occurs whether on or off District's property, except for liability for damages which result from the sole negligence or willful misconduct of the District or its officers, employees or agents.

VIII.1.3. Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this agreement.

IX. WORKERS' COMPENSATION

Consultant shall purchase and maintain policies of Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

X. COMPLIANCE WITH APPLICABLE LAWS

The services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in services covered by this agreement or accruing out of the performance of such services.



enVision Consulting Group

XI. ENTIRE AGREEMENT/AMENDMENT

This agreement and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

XII. NOTICE

All notices or demands to be given under this agreement by either party to the other, shall be in writing and given either by (a) personal service or (b) by U. S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or if mailed on the third day after deposit in any U. S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this agreement, the addresses of the parties are as follows:

District:

Oxnard School District
1051 South A Street
Oxnard, CA 93030-7442

Consultant:

enVision Consulting Group, Inc.
Post Office Box 2038
Rancho Cucamonga, CA 91729

XIII. SEVERABILITY

If any term, condition or provision of this agreement and any exhibit attached hereto is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

XIV. ATTORNEY FEES/COSTS

Should litigation be necessary to enforce any terms or provisions of this agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorneys' fees.

THIS AGREEMENT IS ENTERED INTO THIS 14th DAY OF April, 2021.

BOARD APPROVAL DATE: _____

Oxnard School District

enVision Consulting Group, Inc.

By: _____
(Signature of authorized representative)

By : _____

Lisa A. Franz, Director, Purchasing
(Print name of authorized representative)

Beth Hunter, President



enVision Consulting Group

Appendix A

ANNUAL PARENT’S RIGHTS NOTIFICATION

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by consultant: Preparation of Annual Parent’s Rights Notification as required by Education Code Section 48980.

I. CONSULTANT’S RESPONSIBILITIES

- I.1. Consultant shall collect, document and process the information necessary to prepare Annual Parent’s Rights Notification.
- I.2. Consultant will provide one completed English version of Annual Parent’s Rights Notification in grayscale, along with an electronic file for English versions (in a Portable Document Format) on CD Rom.
- I.3. Consultant will make a good faith effort to prepare Annual Parent’s Rights Notification in accordance with existing laws, regulations and applicable written guidelines.

II. SUPPLEMENTARY SERVICES

- II.1. Spanish Translation Services – should District elect Spanish Translation services (English to Spanish) in the Compensation section of this agreement, Consultant shall translate from English to Spanish the Annual Parent’s Rights Notification and will provide one completed Spanish version of Annual Parent’s Rights Notification in grayscale, along with an electronic file for Spanish Version (in a portable Document Format) on CD Rom.
- II.2. Printing Services – should District elect printing services, Consultant will provide district with a quote related to the specific document format selected by the district and the number of notices required to be printed by Consultant.

III. COMPENSATION

District agrees to pay the Consultant for services satisfactorily rendered pursuant to this agreement a fee of (select term/compensation by initialing in the space provided):



enVision Consulting Group

Annual Parent's Rights Notification

- One Year Agreement – 2021-22 APN
\$1,500 for Annual Parent's Rights Notification services performed during the term of this contract for all required components. District may elect to include up to 5 additional pages of information at the rate of **\$500 billed in addition to the fixed rate**. The contract includes all fees and expenses.
- Two-Year Agreement – 2021-22 & 2022-23 APN
\$1,250 for Annual Parent's Rights Notification services performed during the term of this contract for all required components. District may elect to include up to 5 additional pages of information at the rate of **\$500 billed in addition to the fixed rate**. The contract includes all fees and expenses.
- Three-Year Agreement –2021-22, 2022-23 & 2023-24 APN
\$1,000 for Annual Parent's Rights Notification services performed during the term of this contract for all required components. District may elect to include up to 5 additional pages of information at the rate of **\$500 billed in addition to the fixed rate**. The contract includes all fees and expenses.

Fee schedule for Annual Parent's Rights Notification services is as follows:

<u>Payment Amount</u>	<u>Due Date</u>
70%	Upon execution of contract
30%	Upon delivery of Annual Parent's Rights Notification final

SPANISH TRANSLATION SERVICES

- District accepts Spanish Translation Services** and has selected the following term/compensation:
- One Year Agreement – 2021-22 APN
\$500 Annual Parent's Rights Notification English to Spanish translation services performed during the term of this agreement. District may elect to include up to 5 additional pages of information at the rate of **\$250 billed in addition to the fixed rate**.
- Two-Year Agreement - 2021-22 & 2022-23 APN
\$450 Annual Parent's Rights Notification English to Spanish translation services performed during the term of this agreement. District may elect to include up to 5 additional pages of information at the rate of **\$250 billed in addition to the fixed rate**.
- Three-Year Agreement –2021-22, 2022-23 & 2023-24 APN
\$400 Annual Parent's Rights Notification English to Spanish translation services performed during the term of this agreement. District may elect to include up to 5 additional pages of information at the rate of **\$250 billed in addition to the fixed rate**.

Fee schedule for Spanish Translation services is as follows:

<u>Payment Amount</u>	<u>Due Date</u>
70%	Upon execution of contract
30%	Upon delivery of final

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: April 14, 2021

Agenda Section: Section C: Personnel Agreement

Ratification of Amendment #1 to Agreement #16-277 – Department of General Services/Office of Administrative Hearings (Torres)

At the Board meeting of May 17, 2017, the Board of Trustees ratified Agreement #16-277 with the Department of General Services/Office of Administrative Hearings (OAH) to provide Administrative Law Judges to conduct and oversee hearings, pursuant to Government Code §27727, when the District is required to take matters before the OAH under the California Education Code and/or the California Government Code, for the period of May 1, 2017 through May 1, 2022, in the amount of \$48,000.00.

Amendment #1, in the amount of \$48,000.00, is required for the District to continue to fulfill the requirements under the California Education Code and/or California Government Code, for a new total agreement amount of \$96,000.00. The term of the agreement remains the same.

FISCAL IMPACT:

Not to exceed \$48,000.00 - Certificated HR General Fund

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Amendment #1 to Agreement #16-277 with the Department of General Services/Office of Administrative Hearings.

ADDITIONAL MATERIALS:

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

[Agreement #16-277, Department of General Services-Office of Admin Hearings \(5 Pages\)](#)

STANDARD AGREEMENT AMENDMENT

Agreement Number

130502

Amendment Number

130502A

1. This Agreement is entered into between:

LOCAL AGENCY'S NAME

Oxnard School District

CONTRACTOR'S NAME

Department of General Services / Office of Administrative Hearings

2. The term of this

Agreement is: 06/02/2017

Through 06/01/2022

3. The maximum amount

of this Agreement after this Amendment is:

\$ 96,000.00

Ninety-Six Thousand

Dollars and No Cents

4. The parties mutually agree to this amendment as follows: All actions noted below are by this reference made a part of the Agreement and incorporated herein:

This Agreement is hereby amended to increase the maximum payable from \$ 48,000.00 to \$ 96,000.00.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME

Office of Administrative Hearings

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Phoenix Lawson, Staff Services Manager I

ADDRESS

2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833

LOCAL AGENCY

LOCAL AGENCY NAME

Oxnard School District

BY (Authorized Signature)



DATE SIGNED(Do not type)

4.8.21

I declare under penalty of perjury that I have full authority to execute this agreement on behalf of the Local Agency.

PRINTED NAME AND TITLE OF PERSON SIGNING

Dr. Victor Torres, Asst Supt of HR

ADDRESS

1051 South A St.
Oxnard, CA 93030

STANDARD AGREEMENT

AGREEMENT NUMBER

1. This Agreement is entered into between:

LOCAL AGENCY'S NAME

Oxnard School District

CONTRACTOR'S NAME

Department of General Services / Office of Administrative Hearings

2 The term of this

Agreement is: Upon the date of approval and execution by all parties through five years

3. The maximum amount \$ 48,000.00

of this Agreement is: Forty Eight Thousand Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 2 pages

Exhibit B – Budget Detail and Payment Provisions 1 pages

Exhibit C – General Terms and Conditions 1 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME

Office of Administrative Hearings

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Cheryl Hill, Staff Services Manager I

ADDRESS

2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833

LOCAL AGENCY

LOCAL AGENCY NAME

Oxnard School District

BY (Authorized Signature)



DATE SIGNED(Do not type)

5-1-17

I declare under penalty of perjury that I have full authority to execute this agreement on behalf of the Local Agency.

PRINTED NAME AND TITLE OF PERSON SIGNING

Jesus Vaca, Assistant Superintendent

ADDRESS

1051 S. A Street, Oxnard, CA 93030

EXHIBIT A

SCOPE OF WORK

1. Upon request of Oxnard School District (hereinafter referred to as "Local Agency"), Department of General Services, Office of Administrative Hearings (OAH) agrees to furnish the services of Administrative Law Judges (ALJs) to the Local Agency, for the purpose of conducting hearings pursuant to Government Code section 27727 when required personnel are available by OAH. The assignment of ALJs for hearings will be at the discretion of the Director and/or Presiding Administrative Law Judges, who may elect to hear the matter themselves.

The Local Agency agrees to provide OAH a written request for hearing with all pleadings, documents, papers, or other materials that have been provided to the other party. The Local Agency agrees to provide OAH copies of all applicable laws and ordinances governing the hearing. The Local Agency agrees that OAH will not be able to schedule a hearing or mediation until these materials are provided.

The Local Agency agrees to inform OAH if the hearing is to be recorded or if a court reporter is required. The Local Agency agrees to inform OAH 30 days prior to the hearing if any accommodations or interpreters are required.

In consideration of the performance of such services by OAH, the Local Agency agrees to pay to OAH the cost of rendering such services at the rate established at the time the services are rendered. In the event a calendared case is taken off calendar, or needs to be re-calendared, other than by OAH, and OAH is unable to schedule the ALJ for another case, the Local Agency agrees to pay OAH for the original hearing time or until the ALJ is assigned to another case, whichever occurs first. Every effort will be made to promptly reassign the scheduled ALJ in the event a calendared matter is cancelled, taken off calendar, settled, re-calendared or continued.

The costs of OAH's services include filing fees, ALJ hourly rates, any reasonable costs related to any requested accommodations, and translator/interpreter fees as required. All costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the Local Agency. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually.

The Local Agency further agrees to be responsible for the full costs of any service provided by OAH regardless of any agreement the Local Agency may have with a third party.

The contract is effective upon approval and execution of all signatures to this contract. The term of this contract is five years from the effective date of the contract and may be extended by amendment.

2. The services shall be performed at a location convenient for all parties.

3. The project representatives during the term of this agreement will be:

Office of Administrative Hearings	Local Agency: Oxnard School District
Name: Alan Alvord	Name: Jesus Vaca
Phone: 619-525-4475	Phone: (805) 385-1501
Fax: 916-263-0545	Fax: (805) 486-3408
Email: Alan.Alvord@dgs.ca.gov	Email: jvaca@oxnardsd.org

Direct all inquiries to:

Office of Administrative Hearings	Local Agency: Oxnard School District
	Section/Unit:
Attention: Tim Dean	Attention: Jesus Vaca
Address: 2349 Gateway Oaks Dr. Suite 200 Sacramento, CA 95833	Address: 1051 S A Street, Oxnard, CA 93030
Phone: 916-263-0653	Phone: (805) 385-1501
Fax: 916-263-0545	Fax: (805) 486-3408
Email: tim.dean@dgs.ca.gov	Email: jvaca@oxnardsd.org

4. OAH will retain the administrative record, including electronic recording for 30 days following the issuance of a decision / proposed decision. After 30 days, OAH will transmit the complete record to the Local Agency unless the Local Agency directs otherwise. Decisions / Proposed Decisions and closed case files shall be directed to:

Local Agency: Oxnard School District
Section/Unit:
Attention: Jesus Vaca
Address: 10510 S A Street, Oxnard, CA 93030
Phone: (805) 385-1501
Fax: 8054863408
Email: jvaca@oxnardsd.org

EXHIBIT B

1. INVOICING AND PAYMENT

- A. For services rendered in accordance with the Scope of Work, and upon receipt and approval of the invoices, the Local Agency agrees to compensate the Department of General Services, Office of Administrative Hearings, for actual expenditures incurred in accordance with the rates specified herein. Compensation for services rendered by OAH pursuant to this agreement shall not be dependent on the decision rendered by the ALJ in a hearing involving the Local Agency. OAH charges will include filing fees, Administrative Law Judge hourly rates, and translator/interpreter fees as required. All costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the Local Agency. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually. Any training required of the ALJs by the Local Agency to conduct these hearings will be paid out of the contract funds by the Local Agency at the prevailing ALJ hourly rate. The Price Book is available at <http://www.dgs.ca.gov/ofs/Pricebook.aspx>
- B. The OAH shall be paid not more frequently than monthly, in arrears, upon submission of an original invoice, which properly details all charges, expenses, direct and indirect costs.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. CANCELLATION/TERMINATION:
 - A. This agreement may be cancelled or terminated without cause by either party by giving 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
 - B. Upon receipt of a notice of termination or cancellation from the Local Agency, OAH shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
 - C. OAH shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.
4. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
5. SETTLEMENT OF DISPUTES: In the event of a dispute, the Local Agency shall file a "Notice of Dispute" with the Director of OAH within 10 days of discovery of the problem. Within 10 days, the Director of OAH shall meet with the Local Agency for purposes of resolving the dispute. The Director of OAH shall make the final administrative decision regarding a dispute.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 14, 2021

Agenda Section: Section C: Support Services Agreement

Ratification of Amendment #1 to Agreement #20-68, Panorama Education (DeGenna/Nocero)

At the Board meeting of September 16, 2020, the Board of Trustees approved Agreement #20-68 with Panorama Education to provide a web-based assessment and data system that identifies student needs within the realm of social and emotional learning, in the not to exceed amount of \$125,000.00.

Amendment #1, in the amount of \$34,200.00, is necessary to add Teacher and Staff Surveys, Adult SEL Platform License, and the Panorama Family Surveys Platform License, for a new total agreement amount of \$159,200.00.

FISCAL IMPACT:

Not to exceed \$34,200.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-68 with Panorama Education.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(5 Pages\)](#)

[Agreement-Service Order #20-68, Panorama Education \(6 Pages\)](#)

PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Oxnard School District	<i>Company Name</i>	Panorama Education
<i>Primary Contact, Title</i>	Dr. Anabolena DeGenna, Assistant Superintendent, Educational Services	<i>Primary Contact, Title</i>	Diana Lay, Account Director
<i>Billing / Payment Address</i>	1051 South A Street	<i>Billing Address</i>	24 School Street, 4 th Floor
<i>City / State / Zip</i>	Oxnard, CA 93030	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	adegenna@oxnardsd.org	<i>Email</i>	dlay@panoramaed.com
<i>Phone</i>	805-385-1501	<i>Phone</i>	617-925-5749
<i>Billing Contact</i>	Patty Nunez		
<i>Billing Email Address</i>	accountspayable@oxnardsd.org		

(1) Description of Services and (2) Fees

Description of Services	Fees	
<p>Panorama Teacher and Staff Surveys and Adult SEL: Platform License Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.</p> <ul style="list-style-type: none"> Teacher/staff surveys <p>Panorama Family Surveys: Platform License Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.</p> <ul style="list-style-type: none"> Family surveys 	Effective Date:	<u>March 10, 2021</u>
	Contract Term: (From Effective Date)	<u>Through October 9, 2021</u>
	Staff Survey License Fee:	\$14,400
	Family Survey License Fee:	\$24,000
	Subtotal License Fee:	\$38,200
	All-in Surveys Discount:	-\$4,200
	Annual Total: (Due on Effective Date)	\$34,200
	Total Over Contract Term:	\$34,200

Other Terms and Conditions (if any)

PANORAMA EDUCATION – SERVICE ORDER



Agreement

The agreement by and between the Client and Panorama (this "Agreement") consists of this Service Order (the "SO") and the Terms and Conditions attached to the SO.

Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:	Print Name, Title: Dr. Anabolena DeGenna Asst. Supt., Educational Services	Date:
Panorama Signature:	Print Name, Title:	Date:

BACKGROUND

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

1 RIGHT TO USE PLATFORM

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

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

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

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

2 OWNERSHIP; RESERVATION OF RIGHTS

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

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

2.3 Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback (“Feedback”) to Panorama

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

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

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

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

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

3 FEES; PAYMENT TERMS

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

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

4 TERM, TERMINATION

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

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

Terms and Conditions

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

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

5 CONFIDENTIALITY

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

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

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

will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

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

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

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

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

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

Terms and Conditions

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

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

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

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

8 GENERAL

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

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



PANORAMA EDUCATION – SERVICE ORDER

Primary Contact Information

Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Oxnard School District	<i>Company Name</i>	Panorama Education
<i>Primary Contact, Title</i>	Chris Ridge, Director of Pupil Services	<i>Primary Contact, Title</i>	Diana Lay, Account Director
<i>Billing / Payment Address</i>	1051 South A Street	<i>Billing Address</i>	24 School Street, 4 th Floor
<i>City / State / Zip</i>	Oxnard, CA 93030	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	mr ridge@oxnardsd.org	<i>Email</i>	dlay@panoramaed.com
<i>Phone</i>	(805) 385-1501 ext 2161	<i>Phone</i>	617-925-5749
<i>Billing Contact</i>	Teresa Barron		
<i>Billing Email Address</i>	tbarron@oxnardsd.org		

(1) Description of Services and (2) Fees

Description of Services	Fees		
<p>Panorama Student Success: Platform License Fee Access to Panorama Student Success Platform and Support (as defined in the Terms and Conditions) for 16,000 students:</p> <ul style="list-style-type: none"> • Dashboards and reporting for teachers, student support staff, school administrators, and district administrators • Panorama's social-emotional learning survey or screener for students and staff • Includes survey administration, analysis, and reporting • Ongoing integration of Aequitas (Q & MISTAR) & standard filters into Student Success platform. Includes behavior, attendance, coursework, rosters, and demographics • Intervention tracking <p>Project Management Includes dedicated Client Success Manager who will work with the client's main point of contact to execute a successful project administration.</p> <ul style="list-style-type: none"> • Develop project timeline • Manage setup and administration • Customize configurations • Coordinate rollout of reports <p>Technical Support Includes dedicated Client Success Manager who will work with the client's main point of contact to execute a successful implementation.</p> <ul style="list-style-type: none"> • Manage setup and configurations 	Effective Date:	<u>October 10, 2020</u>	
	Contract Term: (From Effective Date)	<u>1 year</u>	
	Student Success Annual License Fee and Project Management and Technical Support:	\$96,000	
	Social-Emotional Learning License Fee and Project Management:	\$24,000	
	Subtotal License Fee:	\$120,000	
	Professional Development:	\$5,000	
	Subtotal Services Fees:	\$5,000	
	Annual Total: (Due on Effective Date for Year 1)	\$125,000	
	Total Over Contract Term:	\$125,000	

PANORAMA EDUCATION – SERVICE ORDER



- Platform maintenance
- End user email support
- Online resources
- Data integration

Professional Development: Virtual

Includes prep and digital access to materials:

- 4 sessions (60-90 minutes each)

Other Terms and Conditions (if any)

Agreement

The agreement by and between the Client and Panorama (this "Agreement") consists of this Service Order (the "SO") and the Terms and Conditions attached to the SO.

Authorization

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Client Signature:

Lisa A. Franz

Print Name, Title:

Lisa A. Franz
Director, Purchasing

Date:

9-18-2020

Panorama Signature:

Katie Mallett

Print Name, Title:

Katie Mallett
COO

Date:

9-28-2020

BACKGROUND

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

1 RIGHT TO USE PLATFORM

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

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

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

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

2 OWNERSHIP; RESERVATION OF RIGHTS

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

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

2.3 **Feedback.** Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("**Feedback**") to Panorama

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

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

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

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

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

3 FEES; PAYMENT TERMS

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

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

4 TERM, TERMINATION

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

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

Terms and Conditions

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

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

5 CONFIDENTIALITY

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

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

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

will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

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

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

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

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

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

Terms and Conditions

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

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

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

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

8 GENERAL

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2020

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 The Richards Group 48 Harris Place PO Box 820 Brattleboro VT 05302	CONTACT NAME: Sarah Houle PHONE (A/C, No, Ext): (802) 254-6016 E-MAIL ADDRESS: shoule@therichardsgrp.com	FAX (A/C, No): (802) 254-7110
	INSURER(S) AFFORDING COVERAGE	
INSURED Panorama Education, Inc. 10-24 School St Fl 4 Boston MA 02108	INSURER A: The Hartford Ins Group INSURER B: Hartford Ins Co SE INSURER C: Beazley USA Services, Inc. INSURER D: INSURER E: INSURER F:	
	NAIC # 22365 38261	

COVERAGES **CERTIFICATE NUMBER:** 19/20 EO 20/21GL/BA/WC/ **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			08SBAIX5063	07/09/2020	07/09/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			08SBAIX5063	07/09/2020	07/09/2021	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"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			08SBAIX5063	07/09/2020	07/09/2021	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
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	N/A	08WECCQ3113	07/06/2020	07/06/2021	<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 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions including Cyber			W16C73190601	09/30/2019	09/30/2020	Limit \$5,000,000

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

Oxnard School District is included as an Additional Insured on the General Liability when required by written contract.

CERTIFICATE HOLDER

Oxnard School District
 1051 South A Street
 Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Archie K. Mason

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 14, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #20-147 – Fillmore Unified School District for Oxnard School District to provide DHH Services (DeGenna/Edwards)

Oxnard School District will provide services for Fillmore Unified School District student #HZ071413 for the 2020-2021 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days: \$38,382.67 - \$10,598.00 (*ADA) = \$27,784.67

Extended School Yr. (ESY): \$154.00 per diem x 20 days = \$3,080.00

Transportation: Responsibility of District of Residence

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.*

Grand Total: \$30,864.67 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-147 with Fillmore Unified School District.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-147, Fillmore Unified School District \(3 Pages\)](#)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 08-19-20 is made by and between the Oxnard School District and the Fillmore Unified School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **HZ071413**, a Special Education pupil (“Student”) who is a resident of Fillmore School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. FILLMORE UNIFIED SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2019-2020 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$27,784.67** (*Includes a one-time \$1,700 per student cost for Personal Equipment Setup for above named student.)

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$100.00 per hour
- Counseling Services: \$72.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$102.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$93.00 per hour
- ESY Rate: \$154.00 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: HZ071413

Services:

Base Rate for 180 days: **\$38,382.67 – \$10,598.00 = \$27,784.67**
 Extended School Yr. (ESY): \$154.00 per diem x 20 days = \$3,080.00

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-*based on IEP date*: CURRENT: 2020-2021 UPCOMING: 2021-2022

Total: **\$30,864.67**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by the VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of

each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Fillmore Unified School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin 2020-2021 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

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

Fillmore Unified School District:

Oxnard School District:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: 30,864.67

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Fillmore Unified School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Fillmore Unified School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Fillmore Unified School District** pupils being served in the Oxnard program; (L) providing to **Fillmore Unified School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Fillmore Unified School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 14, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #20-148 – Fillmore Unified School District for Oxnard School District to provide DHH Services (DeGenna/Edwards)

Oxnard School District will provide services for Fillmore Unified School District student #JC111411 for the 2020-2021 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days: \$38,382.67 - \$10,598.00 (*ADA) = \$27,784.67

Extended School Yr. (ESY): \$154.00 per diem x 20 days = \$3,080.00

Transportation: Responsibility of District of Residence

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.*

Grand Total: \$30,864.67 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-148 with Fillmore Unified School District.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-148, Fillmore Unified School District \(3 Pages\)](#)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-19-20 is made by and between the Oxnard School District and the Fillmore Unified School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **JC111411**, a Special Education pupil (“Student”) who is a resident of Fillmore School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. FILLMORE UNIFIED SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2020-2021 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$27,784.67** (*Does not include a one-time \$1,700 per student cost for Personal Equipment Setup as this was already contributed in 2016-2017 for above named student.)

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$100.00 per hour
- Counseling Services: \$72.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$102.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$93.00 per hour
- ESY Rate: \$154.00 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: JC111411

Services:

Base Rate for 180 days: **\$38,382.67** – \$10,598.00 = \$27,784.67
 Extended School Yr. (ESY): \$154.00 per diem x 20 days = \$3,080.00

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date: CURRENT: 2020-2021 UPCOMING: 2021-2022

Total: **\$30,864.67**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by the VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Fillmore Unified School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin 2020-2021 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other

reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

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

Fillmore Unified School District:

Oxnard School District:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: \$30,864.67

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Fillmore Unified School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Fillmore Unified School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Fillmore Unified School District** pupils being served in the Oxnard program; (L) providing to **Fillmore Unified School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Fillmore Unified School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 14, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #20-149 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Edwards)

Oxnard School District will provide services for Hueneme School District student #EG082714 for the 2020-2021 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days: \$38,382.67 - \$10,598.00 (*ADA) = \$27,784.67

Extended School Yr. (ESY): \$154.00 per diem x 20 days = \$3,080.00

Transportation: Responsibility of District of Residence

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.*

Grand Total: \$30,864.67 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-149 with Hueneme School District.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-149, Hueneme School District \(3 Pages\)](#)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 08-19-20 is made by and between the Oxnard School District and the Hueneme School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **EG082714**, a Special Education pupil (“Student”) who is a resident of Hueneme School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. HUENEME SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2020-2021 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$27,784.67 (*Does not include a one-time \$1,700 per student cost for Personal Equipment Setup, as this was already contributed in 2016-2017 for above named student).**

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$100.00 per hour
- Counseling Services: \$72.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$102.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$93.00 per hour
- ESY Rate: \$128.00 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: EG082714

Services:

Base Rate for 180 days: \$38, 382.67- \$ 10,598.00 (ADA) = \$27,784.67
 Extended School Yr. (ESY): \$154.00 per diem x 20 days = \$3,080.00

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-*based on IEP date:* CURRENT: 2020-2021 UPCOMING: 2021-2022

Total: **\$30,864.67**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Hueneme School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2020-2021** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other

reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

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

Hueneme School District:

Oxnard School District:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: \$30,864.67

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Hueneme School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Hueneme School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Hueneme School District** pupils being served in the Oxnard program; (L) providing to **Hueneme School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Hueneme School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 14, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #20-150 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Edwards)

Oxnard School District will provide services for Hueneme School District student #SM081713 for the 2020-2021 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days: \$38,382.67 - \$10,598.00 (*ADA) = \$27,784.67

Extended School Yr. (ESY): \$154.00 per diem x 20 days = \$3,080.00

Transportation: Responsibility of District of Residence

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.*

Grand Total: \$30,864.67 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-150 with Hueneme School District.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-150, Hueneme School District \(3 Pages\)](#)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-19-20 is made by and between the Oxnard School District and the Hueneme School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **SM081713**, a Special Education pupil (“Student”) who is a resident of Hueneme School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. HUENEME SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2019-2020 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = \$27,784.67 (* **Does not include a one-time \$1,700.00 per student cost for Personal Equipment Setup, as this was contributed in 2016-2017 for the above named student).**

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$100.00 per hour
- Counseling Services: \$72.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$102.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$93.00 per hour
- ESY Rate: \$154.00 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: SM081713

Services:

Base Rate for 180 days: \$38,382.67 – \$10,598.00 (ADA) = \$27,784.67
 Extended School Yr. (ESY): \$154.00 per diem x 20 days = \$3,080.00

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-*based on IEP date*: CURRENT: 2020-2021 UPCOMING: 2021-2022

Total: **\$30,864.67**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of

each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Hueneme School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2020-2021** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

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

Hueneme School District:

Oxnard School District:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: \$30,864.67

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Hueneme School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Hueneme School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Hueneme School District** pupils being served in the Oxnard program; (L) providing to **Hueneme School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Hueneme School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 14, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #20-151 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Edwards)

Oxnard School District will provide services for Hueneme School District student #VN042612 for the 2020-2021 school year, including Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days: \$38,382.67 - \$10,598.00 (*ADA) = \$27,784.67

Extended School Yr. (ESY): \$154.00 per diem x 20 days = \$3,080.00

Transportation: Responsibility of District of Residence

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.*

Grand Total: \$30,864.67 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-151 with Hueneme School District.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-151, Hueneme School District \(3 Pages\)](#)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-19-20 is made by and between the Oxnard School District and the Hueneme School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **VN042612**, a Special Education pupil (“Student”) who is a resident of Hueneme School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. HUENEME SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2020-2021 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = \$27,784.67 (* **Does not include a one-time \$1,700.00 per student cost for Personal Equipment Setup, as this was contributed in 2016-2017 for the above named student).**

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$100.00 per hour
- Counseling Services: \$72.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$102.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$93.00 per hour
- ESY Rate: \$154.00 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: VN042612

Services:

Base Rate for 180 days: \$38,382.67 – \$10,598.00 (ADA) = \$27,784.67
 Extended School Yr. (ESY): \$154 per diem x 20 days = \$3,080.00

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-*based on IEP date:* CURRENT: 2020-2021 UPCOMING: 2021-2022

Total: **\$30,864.67**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of

each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Hueneme School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2020-2021** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

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

Hueneme School District:

Oxnard School District:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: \$30,864.67

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Hueneme School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Hueneme School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Hueneme School District** pupils being served in the Oxnard program; (L) providing to **Hueneme School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Hueneme School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 14, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #20-152 – Hueneme School District for Oxnard School District to provide DHH Services (DeGenna/Edwards)

Oxnard School District will provide services for Hueneme School District student #JE011916 for the 2020-2021 school year, excluding Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days: \$31,750.49 – N/A (*ADA) = \$31,750.49

Equipment Set-Up: \$1,700.00

Transportation: Responsibility of District of Residence

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.*

Grand Total: \$33,450.49 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-152 with Hueneme School District.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-152, Hueneme School District \(3 Pages\)](#)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-19-20 is made by and between the Oxnard School District and the Hueneme School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **JE011916**, a Special Education pupil (“Student”) who is a resident of Hueneme School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. HUENEME SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2020-2021 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = \$33,450.49* **(*Includes a one-time \$1,700.00 per student cost for Personal Equipment Setup for the above named student).**

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$100.00 per hour
- Counseling Services: \$72.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$107.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$93.00 per hour
- ESY Rate: \$176.00 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: JE011916

Services:

Base Rate for 180 days:	\$31,750.49 – N/A (ADA) = \$31,750.49
Personal Equipment Set- Up	\$ 1,700.00

*Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-based on IEP date:	CURRENT: <u>2020-2021</u>	UPCOMING: <u>2021-2022</u>
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Total: **\$33,450.49**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the

previous year; and (b) Oxnard School District notifies Hueneme School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin **2020-2021** (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.

8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

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

Hueneme School District:

Oxnard School District:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: \$33,450.49

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Hueneme School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Hueneme School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Hueneme School District** pupils being served in the Oxnard program; (L) providing to **Hueneme School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by a **Hueneme School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 14, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #20-153 – Ocean View School District for Oxnard School District to provide DHH Services (DeGenna/Edwards)

Oxnard School District will provide services for Ocean View School District student #AA080514 for the 2020-2021 school year, excluding Extended School Year (ESY). Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

FISCAL IMPACT:

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 180 days:	$\$38,382.67 - \$10,598.00 * (*ADA) = \$27,784.67$
Extended School Year (ESY):	$\$154.00 \text{ per diem} \times 20 \text{ days} = \$3,080.00$
Transportation:	Responsibility of District of Residence

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in OSD and receiving exceptional services.*

Grand Total: \$30,864.67 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-153 with Ocean View School District.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-153, Ocean View School District \(3 Pages\)](#)



INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 08-19-20 is made by and between the Oxnard School District and the Ocean View School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for student **AA080514**, a Special Education pupil (“Student”) who is a resident of Ocean View School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. OCEAN VIEW SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2020-2021 Base Rate for Deaf and Hard of Hearing Classroom for 180 days = **\$27,784.67** (* Does not includes a one-time **\$1,700 per student cost for Personal Equipment Setup, as this was already contributed in 2018-2019 for above named student**).

*Students who remain with the District from year to year will receive a \$1,700 discount in subsequent years for the one-time Personal Equip Setup fee.

Included in the Base Rate is: classroom teacher, paraprofessional, Psych evaluation, speech services (based on an average of 3 times a week, 30 minutes) and indirect costs.

Any additional Designated Instruction Services required that exceed the Base Rate of Service will be billed directly to the district of residence at a rate of:

- Speech 60 minutes per week: \$100.00 per hour
- Counseling Services: \$72.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$102.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$93.00 per hour
- ESY Rate: \$154.00 per diem
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ _____

Student: AA080514

Services:

Base Rate for 180 days: \$38,382.67 - \$ 10,598.00 (ADA) = \$27,784.67

Extended School Yr. (ESY): \$154.00 per diem x 20 days = \$3,080.00

**Oxnard School District shall calculate and claim the Average Daily Attendance (ADA) due for educating Student while placed in the Oxnard School District while receiving exceptional service(s).

FISCAL YEAR-*based on IEP date*: CURRENT: 2020-2021

UPCOMING: 2020-2021

Total: **\$30, 864.67**

All transportation costs and services are the responsibility of the district of residence.

Audiology Services will continue to be provided by the VCOE and will be billed to the district of residence by the SELPA.

Oxnard School District shall calculate and claim Medi-Cal reimbursement, if any, for educating Student while placed in the Oxnard School District program.

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the previous year; and (b) Oxnard School District notifies Ocean View School District on or before June 30th of the fiscal year prior to the fee increase.

The annual fee may be adjusted upwards or downwards at any time and in any amount as may be mutually agreed upon, in writing, by the parties.

Payment for the exceptional service(s) is due within 30 days of receipt of the monthly invoice.

4. The term of this Agreement shall begin 2020-2021 (*IEP or placement date*), and continue thereafter on a continuing basis until the IEP of said Student is modified changing the placement of Student or until Student's district of residence changes. Either party may terminate this Agreement, for any reason and without cause, at any time, by providing 45 calendar days' advance written notice to the other party. However, each party agrees to comply with any "stay put" order issued by the Office of Administrative Hearings ("OAH") or stipulated to between the parties of a fair hearing.

Regardless of the forgoing, either party may terminate this Agreement for breach by the other party after 45-days' written notice affording an opportunity to cure the breach.

5. The parties agree that Oxnard School District, in performing the services specified in this Agreement, shall act as an independent contractor. Except as specified in this Agreement or Student's IEP, Oxnard School District shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law and the terms of the IEP. Oxnard School District shall be free to contract for similar services to be performed while under contract with other educational entities, provided that Oxnard School District will not accept such engagements which interfere with performance under this Agreement. Oxnard School District personnel are not entitled to participate in any pension plan, insurance, bonus or similar benefits the District of Residence provides for its employees.

Any employees, assistants or independent contractors retained by Oxnard School District to perform the services required by this Agreement shall be the responsibility of the Oxnard School District. The Oxnard School District shall determine the hours during which the service shall be performed and the sequence of tasks, subject to the reasonable business needs of the District of Residence and the IEP requirements.

6. Pupil suspension may be implemented by the administrator of the site at which Student is placed. All suspensions must conform to the requirements of California Education Code section 48900, et seq., and Title 20, United States Code, section 1415(k).

A 45-school day interim alternative educational setting may be initiated by either the site administrator or the District of Residence. All 45-day removals must comply with Title 20, United States Code, section 1415(k).

A manifestation determination IEP meeting may be initiated by the administrator of the site at which Student is placed or by the District of Residence.

Pupil expulsions may only be initiated by the District of Residence. The Oxnard School District will comply with any interim alternative placement setting decision made by the District of Residence.

Both parties will comply with the "stay put" provisions of Title 20, United States Code, section 1415(j).

7. It shall be the responsibility of DISTRICT OF RESIDENCE to notify Oxnard School District of any change in district of residence or change in the IEP that would affect this contract.
8. Each party agrees to defend, hold harmless, and indemnify the other party (and the other party's officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorneys' fees), losses, penalties, fines, costs, and liability whether in contract, tort, or strict liability (including, but not limited to, personal injury, death at any time, and property damage) arising out of or made necessary by (a) the indemnifying party's breach of the terms of this Agreement; and (b) the act or omission of the indemnifying party, its employees, officers, agents, and assigns in connection with the performance of this Agreement.

In the event any action or proceeding is brought against either party by reason of any claim or demand discussed in this section, upon notice from the other party, the indemnifying party shall defend the action or proceeding, at the indemnifying party's expense, through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorneys' fees and investigation costs and all other

reasonable costs, expenses, and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost, or damage determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

- 9. The legal defense of any special education due process case/complaint against the Oxnard School District regarding Student is the responsibility of and shall be funded by the District of Residence. Any subsequent award or settlement including, but not limited to, compensatory education, prospective placement, and/or reimbursement shall be the primary responsibility of and funded by the District of Residence.

This provision does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

The defense of any California Department of Education complaint or United States Department of Education, and/or Office for Civil Rights complaint against the Oxnard School District in regard to Student is the responsibility of and shall be funded by the District of Residence. Any corrective action required in response to such a complaint is the responsibility of the District of Residence.

This provision also does not preclude the District of Residence from proceeding against the Oxnard School District under contract or tort law in another venue, such as before the California Department of Education, an arbitration panel, the California Superior Court or the Federal District Court.

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

Ocean View School District:

Oxnard School District:

Signature

Signature

Typed Name/Title

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

Date

Date

Total Cost: \$30,865.00

SCOPE OF SERVICES

The scope of services provided also includes, but is not limited to: (A) scheduling and participation in IEP meetings for the **Ocean View School District** pupils being served in the Oxnard program; (B) assessment plans and assessment of the **Ocean View School District** children being served in the Oxnard program; (C) drafting appropriate goals and objectives, as applicable; (D) implementing and monitoring goals and objectives; (E) preparing all customary documentation and reports, including assessment reports and behavioral emergency reports, as may be required by either party or by law; (F) collaborating with teachers, administrators, and other persons providing services to the children being served; (G) administering all assessments as may be required by law or which may be necessary to provide FAPE to **Ocean View School District** pupils being served in the Oxnard program; (L) providing to **Ocean View School District** pupils related services required by his or her IEP, including S&L, OT, APE, PT, RSP, DIS counseling, AT as may be required by an **Ocean View School District** pupil's IEP; and (M) classroom Instructional aides or behavioral aides (other than one-on-one aides), as may be necessary;

The scope of services does not include: (A) daily transportation to and from the Oxnard program; (B) independent assessments requested by parents or guardians; (C) providing the legal defense of due process claims, including the cost of outside experts for the purpose of advising and testifying; (d) providing the legal defense of California Department of Education or Office for Civil Rights complaints; and (E) one-on-one behavioral, instructional or health aides; and (F) NCLB supplemental education services.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: April 14, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #20-154 – Curriculum Associates LLC (DeGenna/Edwards)

Curriculum Associates LLC will provide two (2) professional development training sessions on “Brigance” for the Special Education Services Department during the period of March 5, 2021 through June 30, 2021.

FISCAL IMPACT:

\$1,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-154 with Curriculum Associates LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-154, Curriculum Associates LLC \(5 Pages\)](#)



Curriculum Associates Professional Development Services Agreement

This Agreement (the "Agreement") is entered into by and between Oxnard School District (the "District"), with offices at 1051 S A Street, Oxnard, CA 93030 and Curriculum Associates, LLC ("Curriculum Associates"), with offices at 153 Rangeway Rd, North Billerica, MA 01862. This Agreement shall take effect on March 5, 2021 (the "Effective Date"). The District agrees to pay Curriculum Associates \$1,000.00, and Curriculum Associates agrees to provide the professional development services (referred herein as the "Services") described in Price Quote 235455.1 ("Price Quote"), attached as Exhibit A.

Curriculum Associates agrees to provide such Services in a time, place and manner mutually agreed upon by the parties. Curriculum Associates will provide the Services in a professional and workmanlike manner and in accordance with any applicable industry standards. Except as set forth in this Agreement, Curriculum Associates makes no warranties with respect to its Services.

Curriculum Associates acknowledges that in rendering the Services provided herein, Curriculum Associates will be acting as an Independent Contractor, and not as an employee of the District. Curriculum Associates agrees to maintain commercially reasonable insurance policies to cover the provision of Services under this Agreement. The term of this Agreement shall commence on the Effective Date and continue until the date on which the Services have been completed and have been paid for in full unless earlier terminated as set forth herein. This Agreement may be terminated by either party by giving at least thirty (30) days prior written notice to the other party, except that in the event of such a termination, the District shall pay Curriculum Associates for all Services rendered prior to the effective date of such termination.

This Agreement shall be construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

This Agreement, together with the Price Quote, represent the full and entire agreement between the parties with respect to the provision of the Services. This Agreement may be modified only by written amendment executed by an authorized representative of each of the parties hereto. No failure or delay in exercising any rights hereunder shall constitute a waiver of such rights.

IN WITNESS WHEREOF, the parties hereto agree to be bound by the terms and conditions set forth above.

Oxnard School District

Curriculum Associates, LLC

Name: Lisa A. Franz



Name: Steven Hayes

Title: Director, Purchasing

Title: Senior VP, Implementation & Support

Curriculum Associates®

Prepared For:

Danielle Edwards
Oxnard School District
1051 S A St,
Oxnard, CA 93030

2/10/2021

Dear Danielle Edwards,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

Quote ID: 235455.1 Valid through: 12/31/2021

Product	Net Price
Professional Development	\$1,000.00
Shipping/Tax/Other:	\$0.00
Total:	\$1,000.00

Thank you again for your interest in Curriculum Associates.

Sincerely

Andres Gorbea
(909) 648-6019
agorbea@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 235455.1 Date: 2/10/2021 Valid through: 12/31/2021

Prepared For:
 Danielle Edwards
 Oxnard School District
 1051 S A St,
 Oxnard, CA 93030
 dedwards@oxnardsd.org

Your Representative:
 Andres Gorbea
 (909) 648-6019
 agorbea@cainc.com

Professional Development				
Product Name	Item #	Qty	Net Price	Total
Professional Development Brigance Special Education Webinar - Using the IED III CIBS II and or TSI+TSA (Criterion-Referenced) (up to 1.5 hrs)	13662.0	1	\$500.00	\$500.00
Professional Development Brigance Special Education Webinar - Using the IED III Standardized and-or CIBS II Standardized for Normative Assessment (up to 1.5 hrs)	27677.0	1	\$500.00	\$500.00
Professional Development Subtotal:				\$1,000.00

Total	
List Total:	\$1,000.00
Savings:	\$0.00
Merchandise Total:	\$1,000.00
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
Total:	\$1,000.00

Special Notes

F.O.B.: N. Billerica, MA 01862
 Shipping: Shipping based on MDSE total
 Terms: Net 30 days, pending credit approval
 Fed. ID: #26-3954988

Please submit this quote with your purchase order

N1

Curriculum Associates®

Information on Professional Development Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PD sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PD sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put its employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PD Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Curriculum Associates®

Placing an Order

Please attach quote to all signed purchase orders.

- 1) **Email:** orders@cainc.com
- 2) **Fax:** 1-800-366-1158
- 3) **Mail:**
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates, LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's Customer Service department (1-800-225-0248) and reference quote number for questions.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75
\$75.00 to \$999.99	12% of order
\$1,000.00 to \$4,999.99	10% of order
\$5,000.00 to \$99,999.99	8% of order
\$100,000.00 and more	6% of order

Please contact local CA Representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500 lbs.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: Payment in full at time of order
- Accounts must be current before subsequent shipments are made

i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, and Ready Classroom® student and teacher sets. For more information about the return policy, please visit CurriculumAssociates.com/support/shipping-and-returns.

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth Quinto

Date of Meeting: April 14, 2021

Agenda Section: Section C: Support Services Agreement

Ratification of Agreement #20-157 – Burnham Benefits Insurance Services (Quinto)

The consultant for this agreement, Burnham Benefits Insurance Services, ('BBIS') currently provides health and welfare consulting services related to negotiating annual insurance renewals, illustrating cost impacts, employee communication materials, online enrollment, certain compliance matters, employee coverage issues, and other benefit related services. In their original proposal, BBIS based their fee on the number lives covered in Gold Coast Trust. As certain employee groups have exited the Trust, BBIS continues to provide services for all the lives covered. Therefore, staff recommends their fee structure be based on the total lives supported, not limiting to lives in the Trust. Additionally, staff recommends aligning the terms of this contract with the district's fiscal year end, rather than in January as was previously in effect.

Term of Agreement: January 17, 2021 through June 30, 2022

FISCAL IMPACT:

Not to exceed \$9 per member per month, or the monthly amounts listed below:

	MGMT	CSEA	OEA	OSSA
Active	71	302	681	26
Retiree - Under Age 65	10	47	51	4
Retiree - Over Age 65	7	27	73	5
TOTAL ENROLLEE COUNT	88	376	805	35
Monthly Fee, not to exceed:	\$792	\$3,384	\$7,245	\$315

Not to exceed \$11,736.00/monthly and \$140,832.00/annually - General Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees ratify Agreement #20-157 with Burnham Benefits Insurance Services.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-157, Burnham Benefits Insurance Services \(13 Pages\)](#)
[Proposal \(11 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #20-157

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 14th day of April 2021 by and between the Oxnard School District (“District”) and Burnham Benefits Insurance Services (“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 January 17, 2021 through June 30, 2022 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Eleven Thousand Seven Hundred Thirty-Six Dollars (\$11,736.00) monthly, and One Hundred Ninety-Nine Thousand Five Hundred Twelve Dollars (\$199,512.000) annually, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

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

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

_____ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

_____ (Initials)

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

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

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

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Ruthie Quinto
Phone: 805.385.1501, x2401
Fax: 805.487.2118

To Consultant: Burnham Benefits Insurance Services
2211 Michelson Drive, Suite 1200
Irvine, CA 92612
Attention: Maggie Lepore
Phone: (805) 771.9830
Fax: (949) 833.9549
Email: lepore@burnhambenefits.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.** RUTHIE QUINTO 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:

BURNHAM BENEFITS INSURANCE SERVICES:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #20-157

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-157

SERVICES

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

***PER ATTACHED PROPOSAL**

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

***PER ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #20-157

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-157

COMPENSATION

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

Total compensation shall not exceed Eleven Thousand Seven Hundred Thirty-Six Dollars (\$11,736.00) monthly, and One Hundred Ninety-Nine Thousand Five Hundred Twelve Dollars (\$199,512.000) annually, 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 \$11,736.00/monthly and \$199,512.00/annually, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-157

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #20-157

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #20-157

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #20-157

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, **BURNHAM BENEFITS INSURANCE SERVICES**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



OXNARD SCHOOL DISTRICT

EMPLOYEE BENEFITS CONSULTING SERVICES PROPOSAL

BURNHAM BENEFITS INSURANCE SERVICES

Maggie Lepore, *Vice President | Senior Consultant*

Sheridan Eaddy, *Account Executive*

Carla Benevedo, *Account Manager*

APRIL
2021



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1. EXECUTIVE SUMMARY

Thank you for allowing Burnham Benefits the opportunity to be considered for Oxnard School District’s insurance consulting needs. In our attached proposal you will find detailed information about our firm, a list of recent success stories, and our proposed fee for services requested.

Burnham Benefits has had the opportunity to be the consultant to Oxnard School District’s CSEA and Management groups since January 2019. During this time, Burnham has supported the district by negotiating annual insurance renewals, illustrating cost impacts, building employee communication materials, including an online enrollment system, handling compliance matters, representing employees with coverage issues, among several other benefit related services. Additionally, Burnham has been the district’s ACA consultant, working directly with the IRS to correct penalties charged to the district due to reporting errors.

In November of 2020, the district’s Certificated groups requested Burnham submit an RFP to SISC on their behalf. Burnham worked with SISC to attain the most competitive bid based on the data provided. Burnham illustrated the impact of a move to SISC and found over \$2mil in premium savings to the employees of the OEA and OSSA groups for comparable, and in some service items, better, plan designs. Additionally, Burnham identified more than \$500k in premium savings to the district for its liability to the under age 69 retirees. Burnham presented numerous cost comparisons to district management and the Unions, offering detailed premium illustrations, plan design comparisons, transition impacts, etc.

With our experience in public sector and established relationships with other K-12 school districts, Burnham is unmatched in expertise. Supporting over 90 public entities has lent us a deep knowledge and understanding of the various school purchasing pools such as SISC, among dozens of others. Also lending to our public sector expertise, our talents in consulting to more than 600 private sector employers gives us the unique capabilities to transfer creative ideas and strategies. This experience directly benefits all of our clients as we are able to navigate and lead marketing, negotiations, claim issues, and billing issues effectively and efficiently. Additionally, the internal resources at Burnham such as our in-house attorney, underwriting team, and communications department gives your Burnham team all of the tools needed to support your objectives related to all aspects of your employee benefits program.

In closing, our experience in benefits consulting from marketing, to ACA compliance, to employee communications and overall support specific to schools has made Burnham a key resource to Oxnard School District. We hope to have the opportunity to continue to serve as your exclusive benefits consultant. Should you require any additional information, please feel free to contact me directly.

Best Regards,



Maggie Lepore, *VP | Senior Consultant*
Burnham Benefits Insurance Services
300 James Way, Suite 240, Pismo Beach, CA 93449
(805) 771-9830 Direct, (714) 614-2895 Cell
lepore@burnhambenefits.com

2. ABOUT BURNHAM

Founded in 1995 as a privately held business and headquartered in Irvine, California, Burnham has operated as a full-service employee benefits and property and casualty consulting brokerage. Burnham has grown at an average 20% over the past 10 years, representing more than \$1.9 billion in premiums for more than 700 clients. In January 2021, Burnham partnered with Baldwin Risk Partners Group, Inc. (BRP), a publicly held company, to drive continued growth and continue expanding the breadth and depth of services we offer clients. As a subsidiary of BRP, Burnham benefits from a nationwide footprint while still operating independently as the boutique firm our clients love.

Burnham Benefits keeps strong relationships with Trusts, JPA's and freestanding markets. We have worked with clients to move them both to and from pooled arrangements, fully-insured and self-funded programs with savings to their current programs ranging from 5% up to 25%.

Our advisors work with employers to design cost-effective, innovative benefit strategies. Burnham helps public entities use their benefit programs to achieve key business results and to foster the health of their employees. In today's post-reform era, our proactive approach to compliance will help lead OSD confidently through even the most complex legislation. Burnham's high touch consultative service solution provides counsel, guidance, and education to school districts every step of the way.

In planning for the future of the OSD benefit programs, few consulting firms are as qualified as Burnham Benefits and fewer yet, are as creative in understanding employee and retiree benefit programs. We are confident that our experience and Burnham's proven track record of over 26 years as an employee benefits consulting firm will ensure quality deliverables in the required time frames and budgets agreed upon between OSD and Burnham Benefits.

Burnham is dedicated to ensuring extraordinary benefits program performance and continuous improvement year after year. While we are an established industry leader offering proven solutions, we remain an independent firm providing flexibility and personal service, giving our clients the best of both worlds.

3. RECENT SUCCESS STORIES

CASE #1

District Name: Goleta Union School District

Number of Employees: 275

Strategy:

- Implemented new district contribution model
 - Changed from 2-tier to 3-tier rates
 - Reduced district contribution for Single employees by 50%, for 2-Party by 10%
- Implemented plan comparison calculator for use by employees
 - Assist with making educated choice among benefit plan options

Savings Achieved: \$429,000

CASE #2

District Name: San Luis Obispo County Office of Education

Number of Employees: 77 (Classified Employees Only)

Strategy:

- Conducted full benefits marketing to JPAs, Trusts and Fully-Insured markets
- Implemented new district contribution model
 - Changed from composite to 3-tier rates
 - Reduced SLOCOE contribution for Single employees by 50%
- Implemented plan comparison calculator for use by employees
 - Assist with making educated choice among benefit plan options

Savings Achieved: \$160,000

CASE #3

District Name: Lompoc Unified School District

Number of Employees: 700

Strategy:

- Conducted a vision benefits marketing to Self-Insured markets
- Transitioned district to self-funded vision plan
- Implemented new district contribution model
 - Shifted district contribution from PPO 100% to PPO 80%, with buy-up to other options, dental carved-out (Certificated Only)

Savings Achieved: \$392,000

CASE #4

District Name: Desert Sands Unified School District

Number of Employees: 2200

Strategy:

- Conducted full benefits marketing to JPAs, Trusts and Fully-Insured markets
- Transitioned district to a new JPA with competitive pricing
- Included additional employer and employee value added services achieved
- Negotiated cap lower than cost of plan, district absorbed savings

Savings Achieved: \$3.5 million

CASE #5

District Name: Tustin Unified School District

Number of Employees: 1600

Strategy:

- Conducted full benefits marketing to JPAs, Trusts and Fully-Insured markets
- Implemented new low option HMO plan
- Implemented new district contribution model
 - Reduced district contribution for Single employees by 10%, for 2-Party by 8%
 - New hire contribution applied to lower HMO plan for first 2 years of employment

Savings Achieved: \$2.3 million

CASE #6

District Name: East Whittier City School District

Number of Employees: 800

Strategy:

- Conducted full benefits marketing to JPAs, Trusts and Fully-Insured markets
- Negotiated 2% off Kaiser renewal
- Implemented Dual HMO network plan (Anthem HMO Advantage)

Savings Achieved: \$2 million

CASE #7

Name: Aspire Public Schools

Number of Employees: 1800

Strategy:

- Conducted full benefits marketing to all available Fully-Insured markets
- Transitioned entity to new Fully-Insured carrier with competitive pricing

Savings Achieved: \$900,000

CASE #8

Name: Ventura County Community College District

Number of Employees & Retirees: 1600

Strategy:

- Conducted full benefits marketing to all available Fully-Insured markets
- Transitioned district to a school pool with competitive pricing

Savings Achieved: \$16 million

4. LIST OF SERVICES

The chart below reflects the Scope of Services.

Service Description
<p><i>Benefits Consulting, Development & Cost Management</i></p> <ul style="list-style-type: none"> • Strategic plan development & management ▪ Renewal evaluation, marketing & negotiations ▪ Cost analysis, market study & carrier trend analysis ▪ Comprehensive plan design evaluation ▪ Network comparisons and utilization ▪ Benchmarking data research and reports ▪ Targeted consumerism assessment (HSA, FSA, HRA, HDHP, etc.) ▪ Continual account stewardship reporting ▪ Voluntary benefits program
<p><i>Underwriting and Analytics</i></p> <ul style="list-style-type: none"> ▪ In-House Industry Underwriters ▪ Budgeting & contribution modeling ▪ Self-funding feasibility analysis ▪ Claims analysis - self funded & fully insured (based on claims availability)
<p><i>Communications</i></p> <ul style="list-style-type: none"> ▪ In-House Marketing & Communications Design Team ▪ Onboarding - EE & open enrollment meetings - face-to-face / webinars ▪ Custom benefit enrollment brochures ▪ Employee surveys ▪ Market ready collateral (ACA, wellness, financial tips, etc.) ▪ EASE Online Enrollment System
<p><i>Compliance Services (State and Federal)</i></p> <ul style="list-style-type: none"> ▪ In-House Attorney, Compliance Department ▪ ACA, COBRA, HIPAA, ERISA, State & Federal Legislative Updates ▪ Contract review & notice disclosures
<p><i>Affordable Care Act Compliance</i></p> <ul style="list-style-type: none"> ▪ ACA analysis & financial modeling, including: <ul style="list-style-type: none"> - <i>ACA compliance & applicability</i> - <i>Actuarial Value Assessment</i> - <i>Affordability Report</i> - <i>Full-time Employee Analysis and Variable Hour Assessment</i> ▪ ACA Reporting Support ▪ ACA Compliance Audit ▪ Summary of Compliance Recommendations ▪ Webinars, Educational Meetings, and Presentations
<p><i>Education Seminars (Included but not limited to topics below)</i></p> <ul style="list-style-type: none"> ▪ Employee Benefits 101 ▪ Self-Funding 101 ▪ Insurance Purchasing Pools ▪ Composite versus Tiered Rating ▪ Advantages of an Insurance Committee ▪ Importance and Value of Effective Employee Communication and Education ▪ Flexible Spending Accounts, Health Savings Accounts ▪ ACA Reporting

5. Proposed Fee

The proposed fee for consideration: \$9 Per Enrollee Per Month

	MGMT	CSEA	OEA	OSSA
<i>Active</i>	71	302	681	26
<i>Retiree - Under Age 65</i>	10	47	51	4
<i>Retiree - Over Age 65</i>	7	27	73	5
TOTAL ENROLLEE COUNT	88	376	805	35

Monthly Fee, not to exceed **\$792** **\$3,384** **\$7,245** **\$315**

6. REFERENCES

Available upon request

BURNHAM BENEFITS INSURANCE SERVICES	# of Employees
Allan Hancock College (ACA Only)	900
Antelope Valley College	500
Aspire Public Schools	1800
Beverly Hills Unified School District	500
Brea Olinda Unified School District	450
Buellton Union School District (ACA Only)	70
Burbank Unified School District	2000
Carpinteria Unified School District	235
City of Coronado	235
City of Oakley	35
Coachella Valley Unified School District	1700
Desert Sands Unified School District	2200
East Whittier City School	800
Garden Grove Unified School District	3000
Goleta Union School District	275
Guadalupe Union School District	80
Hermosa Beach City School District	90
Lompoc Unified School District	700
Long Beach Community College	860
Long Beach Transit	731
Los Angeles County Office of Education	3000
Los Olivos School District	30
Lucia Mar Unified School District (ACA Only)	1130
Marin Water District	200
Montecito Union School District (ACA Only)	60
Orcutt Union School District (ACA Only)	600
Palm Springs Unified School District	2000
Palmdale School District	2500
Pupil Transportation Cooperative	160
Rio Elementary School District	310
Riverside Superior Court	850
Saddleback Unified School District	1800
San Luis Obispo County Office of Education	250
Santa Barbara City College	575
Santa Barbara County Education Office	700
Santa Clarita Community College District	700
Santa Maria-Bonita School District (ACA Only)	1500
Santa Ynez Valley Union High School District (ACA Only)	300

South Whittier School District	500
Tustin Unified School District	1600
Ventura County Schools Business Service Authority	175
Westminster School District	1100
Whittier City School District	800
Whittier Union High School District	1150

7. INSURANCE

Burnham Benefits Insurance Services carries all applicable insurance coverages. No carrier has ever canceled the firm's coverage.

Professional Liability - Errors & Omissions (E&O)

Burnham carries Errors & Omissions coverage as follows:

Carrier: Great American E&S Ins Co.

Coverage Amount:

- Each Claim \$5,000,000 including defense costs
- Aggregate \$5,000,000
- Retention: \$50,000 each claim

Policy Termination Date: June 8, 2021

Retroactive date: July 1, 1995

General Liability

Carrier: Massachusetts Bay Insurance Company (Hanover)

Coverage Amount:

- \$1,000,000 Per Occurrence (Liability and Medical Expenses)
- \$2,000,000 General Aggregate Limit
- \$2,000,000 Products and Completed Operations Aggregate
- \$10,000 Medical Expense coverage
- \$300,000 Damage to Rented Premises
- \$5,000,000 Umbrella Limit of Liability

Automobile Liability

Carrier: Massachusetts Bay Insurance Company (Hanover)

Hired and Non-Owned Auto Liability Coverage

- \$1,000,000 Combined Single Limit
- \$5,000,000 Umbrella Limit of Liability

Workers' Compensation and Employer's Liability

Carrier: Massachusetts Bay Insurance Company (Hanover)

Workers Compensation - Statutory limits apply

Employer's Liability Coverage Amount:

- Each Accident \$1,000,000
- Disease-Policy Limit \$1,000,000
- Disease-each employee \$1,000,000

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: April 14, 2021

Agenda Section: Section C: Support Services Agreement

Ratification of Ed Partners Collaborative Agreement #20-163 Between the California Education Partners and the Oxnard School District (Aguilera-Fort)

The focus of the Coherence Collaboration (P3CC) is to begin building an academic and structural bridge between preschool and kindergarten-3rd programs in school districts. The vehicle in which districts will construct this bridge is through the Ed Partners Collaborative, Continuous Improvement Model with support from experts in the fields of early mathematics and early literacy. District participants in this P3CC network will further focus this improvement work in early mathematics. All of the districts will engage in work with a particular focus on serving emerging bilingual students more effectively. During the three years of the collaboration, district Improvement Teams will develop the ability to test out small Change Ideas that are scalable within the system in order to provide coherence from PreK to Third Grade mathematics. With learning from the first Pilot Coherence Collaboration launched in Fall of 2020, this “Pioneer” Coherence Collaboration will build upon the collective learning that took place during the 2020-21 school year. Importantly, the learning from these collaborations will be evaluated and measured in order to inform the field, policy makers, and the Ed Partners program growth as a whole.

FISCAL IMPACT:

None.

RECOMMENDATION:

Is the recommendation of the Superintendent that the Board of Trustees ratify agreement #20-163 between the California Education Partners and the Oxnard School District.

ADDITIONAL MATERIALS:

Attached: [Agrmt #20-163 P3CC Pilot Participation Agreement April 14, 2021.pdf](#)

OSD Agreement #20-163



Pre-K to 3rd Grade Coherence Collaboration (P3CC)

Participation Agreement

July 2020- June 2023

California Education Partners' Commitments

Ed Partners is here to support districts in this work. We have a strong team and maintain partnerships with the leading experts nationwide to support the improvement of all districts participating in the Improvement Collaboration. As an Ed Partners team, we:

- Provide each district Team with a Program Manager who acts as an improvement coach, facilitator, and knowledge broker. They will tailor their support to the needs of your Improvement Team.
- Provide strongly facilitated in-person and virtual experiences that support each district's improvement journey and help build the capacity of both individuals and Teams.
- Model and demonstrate effective processes to build the improvement culture and mindsets, tools and systems, and collaborative partnerships that support continuous improvement system-wide.
- Provide ongoing, timely, and clear communication for all Ed Partners Improvement Collaboration learning and improvement opportunities. We are in contact with each district on a monthly basis to provide support and resources. We schedule in-person dates as far in advance as possible, and provide pre- and post-session information to support district improvement and ensure that improvement momentum continues to build inside classrooms and schools.
- Maintain and promote an online community and set of social media tools designed to enhance learning, provide access to resources, and support cross-district collaborative improvement.
- Identify and facilitate virtual and in-person Shared Learning Opportunities with peer and experts to increase individual and Team capacity, promote progress on districts' improvement work, and support improved student outcomes.
- Provide ongoing opportunities for districts to collaborate with and learn from others across the Ed Partners Improvement Collaboration portfolio.

District Expectations and Commitments

Successful participation in the P3CC Collaboration requires districts and their schools to engage in authentic and thought-provoking cycles of improvement and collaborative inquiry, achieved through working directly with Improvement Teams in districts, and ongoing collaboration with Ed Partners staff, experts, and other districts through in-person convenings, an online platform, and a variety of additional in-person and virtual opportunities.

Participating districts and their schools agree to the following expectations and requirements:

1. **Improvement Team:** districts will bring together a consistent group of six to eight people to form a district Improvement Team to lead the district's work to develop, test, and refine an Improvement Plan. The Improvement Team will attend three (fall, winter and spring) two-day, in-person "Improvement Convenings". The Improvement Team should include the following members:
 - **Improvement Team Lead.** Each district will designate an "Improvement Team Lead" to be the main liaison with Ed Partners staff, and manage and facilitate the work of the Improvement Team. The Improvement Team Lead is ideally a district leader (such as a CAO, Assistant Superintendent or Director) whose responsibility spans multiple sites and has the authority to make decisions on behalf of the district in the focal area. In our experience the Team Lead is the most critical element for district success. Specific responsibilities include:
 - **Project Management** - scheduling, planning, and facilitating regular Team Meetings with all Improvement Team members to ensure progress on key milestones in the Improvement Design, and on-time completion of improvement work.
 - **Team Culture and Skill Building** - building and sustaining a shared improvement culture with the Improvement Team and "District Leadership Team" (see details in the District Leadership Team section below) throughout the collaboration process to ensure eventual system-wide impact.
 - **Accountability** - setting and maintaining high expectations with the Improvement Team for full participation and shared responsibility for developing, testing, and refining the district's Improvement Plan and achieving the district's "Annual Improvement Aim" in their focal area.
 - **District-wide Engagement** - ensuring that the work is embedded throughout the system by engaging and coordinating with district departments, schools, and the District Leadership Team on a regular basis.
 - **Ongoing Reflection and Documentation** - maintaining an online version of the district's Improvement Plan, posting to the Online Community, and sharing progress with the entire Ed Partners Improvement Collaboration portfolio on a regular basis.

- **Communication** - maintaining clear and consistent communication with the superintendent, District Leadership Team, and Ed Partners Program Manager regarding the Improvement Plan and progress toward the Annual Aim.
 - **Sharing Learning** - keeping Ed Partners up to date on any professional learning opportunities or other events within the district that could be opportunities for cross-district learning and collaboration.
 - **Seeking Learning** - determining which Improvement Collaboration learning experiences, such as additional work with experts, site visits, and virtual webinars, are relevant for the district and seeking out the appropriate district and school colleagues to participate in and/or learn from those sessions.
 - **Two to six** additional central office, site, and classroom leaders (from a set of target schools) with significant experience and expertise in the focal area. To support alignment, it is ideal that the Team has at least 1 teacher in each grade level from Pre-K through 3rd grade who is committed to testing the classroom shifts.
2. **Guiding Coalition:** Each district will commit to actively supporting their work in the Improvement Collaboration so that the district can ultimately develop a lasting District Improvement Strategy that can be leveraged beyond the initial focal area. In addition to the superintendent, this group may be composed of other cabinet or executive leaders as well as additional teaching staff committed to spreading the work across the district. Specific leadership responsibilities of this team include:
- **Superintendent Leadership Convenings**- Superintendents will commit to attending two Leadership convenings each academic year. Scheduled in October and March, these convenings will focus on leveraging the work at the Improvement Team to impact district-wide student results.
 - **Prioritizing the Improvement Work** - empowering and supporting the Improvement Team Lead to effectively facilitate the Improvement Team, communicate with key stakeholders across the district, and make decisions that ensure effective implementation and refinement of the Improvement Plan.
 - **Elevating Monitoring, Learning, and Evaluation** - prioritizing the development and active utilization of a framework for monitoring and learning, including ensuring that whomever leads the district's decision-making on data systems is actively supporting the Improvement Team and engaging with the Improvement Team Lead to regularly analyze and reflect on student achievement data in support of the [Annual] Improvement Plan.
 - **Collaboration for Systems-Level Improvement** - participating in quarterly virtual calls and at least one in-person meeting annually with Ed Partners staff and to ensure the district is developing a Theory of Improvement that can be leveraged across their system.

Shared Commitment to Monitoring, Learning, and Evaluation (MLE)

Effective and robust measurement is essential to accelerate student achievement and close opportunity gaps. Nowhere is this more evident than in the early grades. Assessments that serve the needs of preschool students through third graders are difficult to find and use with consistency. As a result many districts have an incomplete picture of their students' academic progress prior to the CAASPP results at the end of 3rd grade. To this end, both the district and Ed Partners commit to support this Improvement Collaboration through rigorous Monitoring, Learning, and Evaluation relative to progress of students, adults and the district system as a whole. District participants will engage in the following areas through this Improvement Collaboration:

- **Internal Monitoring System:** districts will establish aligned assessments (where they do not currently exist) and a system for ongoing student level monitoring of the results of those assessments by June 2022.
 - Classroom-based assessments will be used by teachers vertically across grade levels on a regular basis. If the district does not have existing vertically aligned assessments Ed Partners will provide assessments to the district at no cost.
 - Student-level progress will be collected each semester and shared with Ed Partners electronically.
 - Student group progress will be collected each semester and shared by Ed Partners with participating districts to allow districts to learn from one another as part of the collaborative continuous improvement process.
- **External Evaluation:** Participation in this Improvement Collaboration requires districts to commit to key external evaluation activities that enable Ed Partners and our funding partners to learn how collaborative, continuous improvement across California can accelerate student achievement and close opportunity gaps. These external evaluations will be used to influence state policy and provide incentives for all California school districts to prioritize a collaborative continuous improvement approach to improving student achievement.
- **Interviews and Focus Groups:** districts will participate in occasional interviews and focus groups with external evaluators reflecting on how they develop the improvement culture and mindsets, tools and systems, and collaborative partnerships to catalyze and sustain meaningful improvements for students in their schools.

Logistics

Ed Partners provides a number of services and benefits to districts participating in this Improvement Collaboration at no cost. Specifically, Ed Partners provides:

- Intensive staff support and coaching throughout the year.
- Access to expert thought partners via convenings, regularly scheduled Shared Learning Opportunities, and other virtual experiences.
- Access to ongoing collaboration and other opportunities through a virtual collaboration platform.
- Double occupancy lodging (4 rooms per district) for Improvement Convenings (three two-day sessions and per academic year) and two breakfasts, two lunches, snacks, and one dinner for each Improvement Team member during each Improvement Convening. Please note that if your district office is less than 120 miles away from the meeting venue, the expectation is that your Team arrives the morning of the first day of the meeting and thus spends only one night in a hotel.
- All materials, supplies, and other technical assistance at Improvement Convenings and Shared Learning Opportunities.

In addition, each participating district will receive a \$10,000 stipend per academic year to cover other expenses related to their Improvement Collaboration work. Districts will submit an annual invoice by **November 30** each year to receive these funds. Ed Partners will provide a sample invoice template. Specifically, the \$10,000 stipend will cover:

- Travel costs to Improvement Convenings, including meal costs during travel (lodging is arranged directly by Ed Partners).
- Travel costs and lodging for Shared Learning Opportunities, and other costs incurred through the Improvement Collaboration.

Any additional funds may be used for supporting expenses such as:

- Substitute Costs for classroom teachers attending convenings or meetings
- Improvement Team time outside the contract day

Conclusion

Ed Partners is committed to supporting powerful district and school improvement through collaboration. The mutual agreements outlined above are intended to provide the structure and clarity necessary to ensure participants can fully engage in the work, achieve results, and develop long-term capacity for improvement.

Acceptance of Agreement

By signing this agreement, you are engaging your district in three years of learning as part of Ed Partners' Pre-K to 3rd Grade Coherence Collaboration. Specifically, you agree to:

- Form an **Improvement Team** to lead the district's work in the Improvement Collaboration, led by an **Improvement Team Lead**, and including two to six additional central office, site and classroom leaders with expertise in the focal area. Ensure that this Team can attend all in-person Improvement Convenings and can work together regularly in-district.
- Identify a **Guiding Coalition**, led by the superintendent and a senior-level data and evaluation specialist and other cabinet or executive leaders, to actively support the work of the Improvement Team and ensure the district is developing a framework for monitoring and learning and a district-wide Theory of Improvement to leverage across their system in the long-term.
- Commit to three categories of **Monitoring, Learning, and Evaluation** work:
 - Internal Monitoring**: Develop and maintain an aligned PK-3rd grade assessment system to **monitor student outcomes** and commit to **capturing and acting on what is learned**.
 - External Reporting**: Report and share as appropriate **Student Achievement Data** and **Culture and Climate Data** annually. Report **Interim Assessment** results in the areas of focus quarterly.
 - External Evaluation**: Participate in quarterly and annual **Surveys** and occasional **Interviews and Focus Groups**.

Superintendent Signature: _____

Print Name: Karling Aguilera-Fort, Ed.D.

Date: April 15, 2021

Please sign and return this agreement electronically or mail to:
California Education Partners
Attention: Steven Kellner, Director Program Sustainability & Growth
One Lombard Street, Suite 305
San Francisco, CA 94111

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: April 14, 2021

Agenda Section: Section D: Action Items

Approval of New Job Description: Literacy Intervention Teacher (Torres)

In an effort to address literacy gaps in student learning that have resulted from the COVID -19 pandemic, the district is looking to create a Literacy Intervention Teacher position to support TK-6 instruction. This position will focus on providing students with an intensive, evidence-based, small group, supplementary literacy intervention program. The goal of the position is to lift the literacy achievement of students who are not achieving at grade-level expectations in reading.

FISCAL IMPACT:

The position will be funded from ESSER II funds at a total estimated cost of approximately \$2 million annually.

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

Attached: [Literacy Intervention Teacher jd 04.14.2021 \(two pages\)](#)

OXNARD SCHOOL DISTRICT

JOB DESCRIPTION

Title: LITERACY INTERVENTION TEACHER

Qualifications:

1. Bachelor's Degree
2. Valid and appropriate California Teaching Credential, in compliance with the provisions of Title 5, Administrative Code 80002-8012 and California Education Code 44000-44665
3. Minimum of two years of teaching reading experience.
4. Exemplar teaching evaluation within the previous two years.
5. Possess the following personal qualities:
 - a. ability to meet district standards for physical and mental health
 - b. evidence of good moral character
 - c. satisfactory recommendations from training supervisors or other professionals who have observed the candidate's personal characteristics, scholastic achievement and job-related performance
 - d. strong organizational and interpersonal skills
 - e. effective oral and written communication skills
 - f. ability to work collaboratively with peers and administrators
 - g. ability to develop and deliver effective lessons
 - h. ability to demonstrate commitment to personal professional growth and learning

Job Goal: To provide additional academic services for pupils, such as diagnostic assessments of pupil learning needs, intensive instruction for addressing gaps in core academic skills in literacy. The Literacy Intervention Teacher is responsible for providing direct instruction individually or in small groups to ensure student learning and academic success using the district approved intervention program for literacy skills.

Performance Responsibilities:

Essential functions may include, but are not limited to the following:

1. Assist teachers with the supplemental assessment of students learning loss
2. Implement intervention materials using research-based methodology (i.e. such as LLI or other program as determined by the district)
3. Work with students to deliver direct instruction document interventions, and monitor progress of students served.
4. Communicates with school personnel regarding student rate of progress, participates in SST and COST, when necessary.
5. Plans and uses appropriate instructional and learning strategies, activities, materials and equipment that reflect understanding or the learning styles and needs of the identified students.
6. Participates in staff development activities to improve job-related skills.
7. Works collaboratively with principal and teaching staff to create a schedule that meets student needs.

Knowledge of:

- Instructional needs of the English Learners, foster youth, and low socio-economic status students.
- Planning, designing and implementing effective differentiated reading lessons
- Multiple approaches to instruction and assessment
- District data reporting and tracking systems

Work Environment: Employees in this position will be required to work indoors and outdoors in a school environment and come in direct contact with students, OSD staff, students, district staff, and the public.

Terms: Salary, benefits and work year as provided by contract between the Board of Trustees and the Oxnard Educators Association.

Evaluation: The evaluation and assessment of performance of certificated personnel in this position will be conducted by an administrator, in accordance with the provisions of Education Code 44660-44665.

Equal Opportunity:

The Oxnard School District prohibits discrimination, harassment, intimidation, bullying and sexual harassment based on actual or perceived ancestry, age, color, disability, gender, gender identity, gender expression, nationality, immigration status, marital status, parental status, family status, pregnancy status, race or ethnicity, religion, sex, sexual orientation, or association with a person or a group with one or more of these actual or perceived characteristics in all educational programs, school related or school sponsored activities, school attendance or employment policies which may have an impact or create a hostile environment at school as required by Title IX of the 1972 Education amendments, Section 504 of the Rehabilitation Act of 1973, the Americans with Disability Act, the California Fair Employment and Housing Act, and other applicable laws and regulation.

Board Approved 4.14.21

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: April 14, 2021

Agenda Section: Section E: Approval of Minutes

Approval of Minutes (Aguilera-Fort)

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

- April 28, 2020
- May 6, 2020
- May 20, 2020

FISCAL IMPACT:

N/A

RECOMMENDATION:

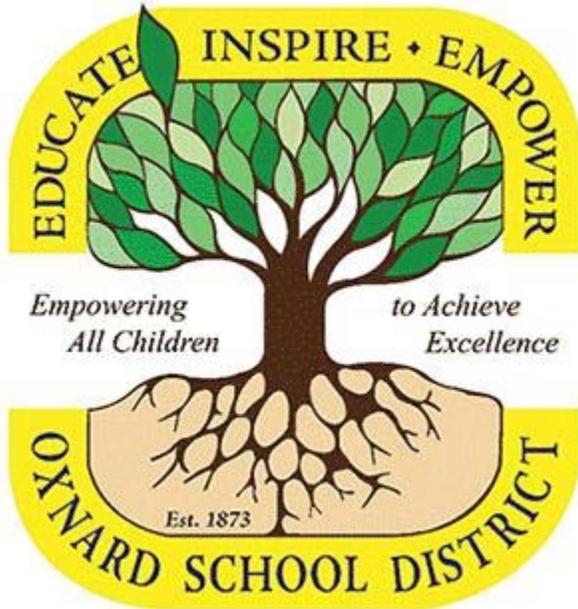
It is the recommendation of the Superintendent that the Board approve the minutes of regular and special Board meetings, as presented.

ADDITIONAL MATERIALS:

- Attached:** [Minutes April 28 2020 Special Board Meeting \(4 pages\)](#)
[Minutes May 6 2020 Regular Board Meeting \(11 pages\)](#)
[Minutes May 20 2020 Regular Board Meeting \(9 pages\)](#)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Ms. Monica Madrigal Lopez, President

VACANT, Clerk

Mr. Denis O’Leary, Member

Mrs. Veronica Robles-Solis, Member

Mrs. Debra M. Cordes, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.

District Superintendent

Ms. Janet Penanhoat

Interim Assistant Superintendent,

Business & Fiscal Services

Dr. Jesus Vaca

Assistant Superintendent,

Human Resources & Support

Services

Dr. Anabolena DeGenna

Assistant Superintendent, Educational

Services

MINUTES

SPECIAL BOARD MEETING

Tuesday, April 28, 2020

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

***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.

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (4:00 p.m.)

President Madrigal Lopez called the meeting to order at 4:00 p.m.

Present: Trustees Monica Madrigal Lopez, Denis O’Leary, Veronica Robles-Solis, and Debra M. Cordes. Also in attendance were Superintendent Karling Aguilera-Fort, Assistant Superintendents Anabolena DeGenna, Janet Penanhoat, and Jesus Vaca, and Senior Executive Assistant Lydia Garcia.

A.2. Pledge of Allegiance to the Flag

Superintendent Aguilera-Fort led the audience in the Pledge of Allegiance.

A.3. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion: Adoption of the Agenda as Presented

Mover: Debra Cordes

Seconder: Veronica Robles-Solis

Moved To: Adopt

Ayes: 4 – Debra M. Cordes, Veronica Robles-Solis, Denis O’Leary, Monica Madrigal Lopez

Motion Result: Passed

A.4. Public Comment (3 minutes per speaker) / Comentarios del Público (3 minutos por ponente)

- Jabbar Wofford, CSEA President - Certain groups seem to be taking the brunt of the cuts. Hopes that folks doing the extra work during COVID-19 don't go unnoticed/unappreciated. Different options to increase the deficit should be explored. Wished the Board luck in finding a new member to fill the vacancy.

Section D: ACTION ITEMS

D.1. Approve Notice to Make a Provisional Appointment to Fill an Existing Vacancy on the Board of Trustees of the Oxnard School District Trustee Area #2, as Provided by Education Code Section 5091(a) (Aguilera-Fort)

The Board discussed the Notice for advertising the provisional appointment of a new member to fill the vacancy left by the resignation of Dr. Jesus Vega, and the possibility of holding a Special Election if there were multiple applicants. The cost for a Special Election would be in the range of \$100,000.00 and would have to be done by mail only. The Board requested that any advertising material be bilingual.

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

Motion: Motion #19-141 Approval of Notice to Make a Provisional Appointment to Fill an Existing Vacancy on the Board of Trustees of the Oxnard School District Trustee Area #2, as Provided by Education Code Section 5091(a)

Mover: Veronica Robles-Solis;

Seconder: Debra Cordes

Moved To: Approve

Ayes: 4 - Debra M. Cordes, Veronica Robles-Solis, Denis O'Leary, Monica Madrigal Lopez

Motion Result: Passed

Section G: CONCLUSION

G.1. Adjournment

President Madrigal Lopez adjourned the meeting at 4:28 p.m.

Motion: Adjourn

Mover: Denis O'Leary;

Seconder: Debra Cordes

Moved To: Adjourn

Ayes: 4 - Denis O'Leary, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis

Motion Result: Passed

Karling Aguilera-Fort Ed.D.

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 14th day of April, 2021, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of April 28, 2020, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

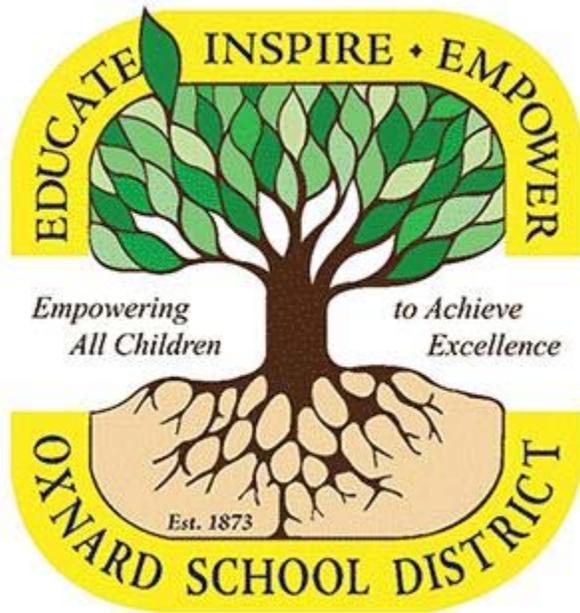
Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

MINUTES

REGULAR BOARD MEETING Wednesday, May 6, 2020

5:00 p.m. - Study Session
Closed Session to Follow
7:00 PM - Regular Board Meeting

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

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

President Madrigal Lopez called the meeting to order at 5:03 p.m.

Present: Trustees Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis and Denis O’Leary. Also in attendance were Superintendent Karling Aguilera-Fort, Assistant Superintendents Anabolena DeGenna, Janet Penanhoat (*Interim*), and Jesus Vaca, and Senior Executive Assistant Lydia Garcia.

A.2. Pledge of Allegiance to the Flag

Superintendent Aguilera-Fort led the audience in the Pledge of Allegiance.

A.3. District’s Vision and Mission Statements

President Madrigal Lopez read the District's Mission and Vision Statement in English and Spanish.

A.4. Adoption of Agenda (Superintendent)

Amendments to the agenda:

- Move Item C.7. "*Consideration of Employment Agreement: Assistant Superintendent, Business & Fiscal Services – Betsy George (Aguilera-Fort)*" to Action as Item D.5
- Item C9. should read: "*Ratification of Amendment #3 to Agreement, #19-05, Maxim Healthcare Services Inc. (DeGenna/Madden)*" (not “Amendment #2”)
- Item C12. should read: "*Ratification of Agreement #19-206 – Ventura County Office of Education (DeGenna/Madden) It is recommended by the Interim Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #19-206 with Ventura County Office of Education, in the amount of \$111,700.91, to be paid with Special Education Funds*" (incorrect agreement number and amount)
- Add "*Superintendent’s Announcements*" as Item G.1
- Add "*Trustees’ Announcements*" as Item G.2
- Move "*Adjournment*" to Item G.3

Motion: Adoption of the agenda as amended.

Mover: Debra Cordes;

Second: Veronica Robles-Solis

Moved To: Adopt as Amended

Ayes: 4 - Denis O’Leary, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis

Motion Result: Passed

A.5. Resolution #19-33 National School Nurse Day May 6, 2020 (DeGenna/Ridge)

The Trustees read and adopted Resolution #19-33 in recognition of "National School Nurse Day 2020". The Board expressed their appreciation to the District's nurses for their dedication to all students in the Oxnard community.

Motion: Motion #19-142 Adoption of Resolution #19-33 "National School Nurse Day 2020"

Mover: Denis O'Leary;

Seconder: Veronica Robles-Solis

Moved To: Adopt

Ayes: 4 - Denis O'Leary, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis

Motion Result: Passed

A.6. Adoption of Resolution #19-35 in Recognition of Teacher Appreciation Week 2020 (Aguilera-Fort)

The Trustees read and adopted Resolution #19-35 in recognition of "Teacher Appreciation Week 2020". The Board expressed their appreciation to the District's teachers for their ongoing commitment to educating all students, especially in light of the current challenges related to distance learning.

Motion: Motion #19-143 Adoption of Resolution #19-35 "Teacher Appreciation Week 2020"

Mover: Debra Cordes;

Seconder: Denis O'Leary

Moved To: Approve

Ayes: 4 - Denis O'Leary, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis

Motion Result: Passed

A.7. Living Wage Report (Penanhoat)

Ms. Janet Penanhoat, Interim Assistant Superintendent, Business & Fiscal Services, presented an overview on Living Wage in the Oxnard School District. It was recommended that due to budget constraints, a pause be taken on implementing a new Living Wage resolution. Currently the district only has six (6) employees being paid under the County Living Wage of \$13.39 per hour. Staff recommends that the district implement a starting salary of \$14.40 per hour in the District effective July 1, 2020, in order to provide a salary above the current Living Wage. The Board's approval of this salary practice will be requested under Action Item D.4 later in this agenda.

A.8. Department Reports on Activities Related to COVID-19 (Aguilera-Fort)

Superintendent Aguilera-Fort presented a snapshot of department activities in response to COVID-19 and explained that the Board would receive a more in-depth study session in the future. Dr. Ana DeGenna, Assistant Superintendent, Educational Services, Ms. Janet Penanhoat, Interim Assistant Superintendent, Business & Fiscal Services, and Dr. Jesus Vaca, Assistant Superintendent, Human Resources & Support Services, facilitated the presentation.

The Board received information regarding the implementation of the Distance Learning framework, phase III. Dr. DeGenna thanked the teachers for all their work in this different way of teaching. The topics covered included planning and collaboration, synchronous and asynchronous learning, grade level standards, office hours, identifying and assisting students that have problems connecting with the platform, and small class instruction for Special Education Students. There was discussion regarding the availability of hotspots for families that do not have wi-fi access. There are 3,500 such devices on backorder and they are expected to be delivered next week. In the interim, there are paper packets available for families to pick up. All districts in the County are meeting weekly to collaborate about the grading process during distance learning; once that policy is established it will be shared at a future session.

A.9. Closed Session Public Participation/Comment (Limit three minutes per person per topic)

- Suzanne Dempsey re: use of teacher opt out funds
- Amanda Wilson re: use of teacher opt out funds
- Anjanette Carrillo re: use of teacher opt out funds
- Stacie Thurman re: use of teacher opt out funds
- Stephanie Hammer re: use of teacher opt out funds
- Ann Romero re: use of teacher opt out funds
- Summer McMeekin re: use of teacher opt out funds
- Jana Cannon re: use of teacher opt out funds
- Tara Austin Scott re: site tech support

A.10. Closed Session

The Board convened to closed session at 6:28 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel - Anticipated Litigation: 1 case
Conference with Legal Counsel - Existing Litigation: 1 case
-Oxnard School District et al. Central District No. CV-04304-JAK-FFM
2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
Consider the Recommendation for Expungement of Expulsion Records:
 - Case No. 18-13 (Action Item)
3. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources & Support Services, and Garcia Hernandez & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

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

4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
- Public Employee(s) Discipline/Dismissal/Release/Appointment

A.11. Reconvene to Open Session (7:00 PM)

The Board reconvened to Open Session at 7:10 p.m.

A.12. Report Out of Closed Session

The Trustees will reconvene in Closed Session at the end of the meeting.

Section B: PUBLIC COMMENT/HEARINGS

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

- Efrain Cazares re: classified layoffs & technology techs
- Mayra re: classified layoffs & clerical staff
- Jabbar Wofford re: classified layoffs
- Jessica Vargas re: classified layoffs & technology techs

Section C: CONSENT AGENDA

The Consent agenda was approved as amended.

Motion: Motion #19-144 Approval of the Consent Agenda as Amended

Mover: Debra Cordes;

Seconder: Veronica Robles-Solis

Moved To: Approve as Amended

Ayes: 4 - Denis O'Leary, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis

Motion Result: Passed

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

As presented.

C.2. 2019-2020 3rd Quarter Williams VCOE Activity Report (Vaca/Magaña)

As presented.

C.3. Establish/Abolish/Increase/Reduce Hours of Position (Nair-Villano)

As presented.

C.4. Approval of Resolution #19-32 to Close Special Reserve-iPad Insurance Fund (Fund 170) (Penanhoat/Crandall Plasencia)

As presented.

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

Section C: APPROVAL OF AGREEMENTS

C.5. Acceptance of Gifts (Dr. Aguilera-Fort)

As presented.

C.6. Approval of Amendment #1 to Agreement #19-08 - Terra Firma Enterprises (Vaca/Magana)

In the amount not to exceed \$4,985.00 to be paid out of the Safety Credits fund.

C.7. Consideration of Employment Agreement: Assistant Superintendent, Business and Fiscal Services - Betsy George (Aguilera-Fort)

Moved to Action Item D.5.

Section C: RATIFICATION OF AGREEMENTS

C.8. Ratification of Amendment #008 to Agreement #12-231 with SVA Architects to provide additional Architectural Services for the Lemonwood K-8 School Reconstruction Project (Penanhoat/Miller/CFW)

For additional Architectural Services for the Lemonwood ECDC Project for a cost of Seventeen Thousand Eight Hundred Twenty-Five Dollars and Zero Cents (\$17,825.00) to be allocated from the existing approved project budget funded from the Master Construct & Implementation Program.

C.9. Ratification of Amendment #2 to Agreement #19-05, Maxim Healthcare Services Inc. (DeGenna/Madden)

This title was corrected to Amendment #3 at Adoption of Agenda. To increase Special Education funding through the end of the agreement term, amount not to exceed \$745,670.00, to be paid with Special Education funds.

C.10. Ratification of Amendment #1 to Agreement #19-33, Haynes Education Center (DeGenna/Madden)

To provide support services for the Special Education Services Department during the 2019-2020 academic school year, in the amount of \$45,000.00, to be paid out of Special Education Funds.

C.11. Ratification of Amendment #1 to Agreement #19-98, Maxim Healthcare Services Inc. (DeGenna/Ridge)

To provide supplemental staffing services to the Pupil Services Department during the 2019-2020 fiscal year, at no additional cost.

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

**C.12. Ratification of Agreement #19-152 - Ventura County Office of Education
(DeGenna/Madden)**

To provide exceptional services that consist of support from Special Circumstances Paraeducators (SCP's) to special education students EG061410, JB080313, RR103108, EA061212, OL083008, LG102505, and MS110907, includes Extended School Year, amount not to exceed \$67,353.00, to be paid out of Special Education Funds.

**C.13. Ratification of Amendment #1 to Agreement #19-80 - STAR of CA, ERA ED
(DeGenna/Madden)**

To provide evaluation services through the end of the original agreement term, at no additional cost.

Section D: ACTION ITEMS

D.1. Approval of NGSS Science Curriculum (DeGenna/Batista)

Dr. Ana DeGenna, Assistant Superintendent, Educational Services, introduced Dr. Marlene Batista, Director of English Learner Services, and Ms. Sarah Raskin, Teacher on Special Assignment, who provided an overview of the Next Generation Science Standards (NGSS) 6th-8th grade Science Curriculum. Following the presentation, the Board was asked to approve the selection and purchase of the NGSS Science materials with McGraw Hill Inspire Science, at an estimated cost of \$962,216.38 to be paid out of Textbook Funds, for an 8-year quote that includes collaboration kits and one year of refills for those kits. Student workbooks will automatically be replenished each year for the life of the adoption.

Motion: Motion #19-145 Approval of NGSS Science Curriculum

Mover: Debra Cordes;

Seconder: Veronica Robles-Solis

Moved To: Approve

Ayes: 4 - Denis O'Leary, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis

Motion Result: Passed

D.2. Differential Pay for Certificated Management, Salary Deductions Due to Absence From Duties; Exhaustion of Available Sick Leave (Vaca)

Dr. Jesus Vaca, Assistant Superintendent, Human Resources & Support Services, explained the District's current practice to cover Certificated Administrator absences with retired Administrators at a higher rate of pay. The Board provided their authorization to add language to the Certificated Managers' salary schedule stating that they shall receive no less than 50% of their pay when their position is covered by a retired administrator being compensated at a higher rate of pay.

Motion: Motion #19-146 Approval of Differential Pay for Certificated Management,

Salary Deduction due to Absence from Duties; Exhaustion of Available Sick Leave

Mover: Denis O'Leary;

Seconder: Veronica Robles-Solis

Moved To: Approve

Ayes: 4 - Denis O'Leary, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis

Motion Result: Passed

D.3. Consideration and Approval of Resolution #19-34 Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting Specification of the Election Order, to be Held on November 3, 2020 (Aguilera-Fort)

Superintendent Aguilera-Fort explained that Resolution #19-34 would allow for consolidation of Oxnard School District's Board member election with the November 3, 2020

Regular Election.

Motion: Motion #19-147 Approval of Resolution #19-34 Ordering a Regular Governing Board Member Election, Ordering Consolidation with Other Elections, and Constituting "Specification of the Election Order" to be held on November 3, 2020

Mover: Denis O'Leary;

Seconder: Debra Cordes

Moved To: Approve

Ayes: 4 - Denis O'Leary, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis

Motion Result: Passed

D.4. Approval of Revised Hiring Practice (Aguilera-Fort)

Superintendent Aguilera-Fort explained that this item was a follow-up to the presentation on Living Wage earlier in the meeting. It is recommended that the district implement the practice of placing any employees hired after July 1, 2020 at the Step B salary of \$14.40 per hour, in order to comply with the principle of Living Wage. This change would place the district above the current levels for both Minimum Wage and Living Wage.

Motion: Motion #19-148 Approve Revised Hiring Practice

Mover: Debra Cordes;

Seconder: Veronica Robles-Solis

Moved To: Approve

Ayes: 4 - Denis O'Leary, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis

Motion Result: Passed

D.5. Consideration of Employment Agreement: Assistant Superintendent, Business and Fiscal Services - Betsy George (Aguilera-Fort)

(Formerly Item C.7)

The Employment Agreement for Mrs. Betsy George to serve as the Assistant Superintendent, Business & Fiscal Services, beginning June 1, 2020, was presented for the Board's consideration. The agreement provides for a two-year term and an annual salary of \$174,331.18. Mr. Dana Miller was introduced as the new Director of Facilities.

Motion: Motion #19-149 Approval of Employment Agreement: Assistant Superintendent, Business and Fiscal Services - Betsy George, as presented
Mover: Denis O'Leary;
Seconder: Debra Cordes
Moved To: Approve
Ayes: 4 - Denis O'Leary, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis
Motion Result: Passed

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes

The Board approved the minutes of regular and special board meetings, as presented:

- January 15, 2020, Regular Board Meeting
- January 29, 2020, Special Board Meeting
- February 5, 2020, Regular Board Meeting
- February 19, 2020, Regular Board Meeting
- March 4, 2020, Regular Board Meeting
- March 27, 2020, Special Board Meeting
- April 1, 2020, Regular Board Meeting

Motion: Motion #19-150 Approval of Minutes

Mover: Debra Cordes;
Seconder: Denis O'Leary
Moved To: Approve

Ayes: 4 - Denis O'Leary, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis
Motion Result: Passed

Section F: BOARD POLICIES

F.1. Board Policies, Regulations and Bylaws

No Board policies were presented for approval at this meeting.

Section G: CONCLUSION

G.1. Superintendent's Comments

Dr. Aguilera Fort

- reported on Community Feeding and Distance Learning during the pandemic
- congratulated Drs. Aracely Fox and Sarah Lepe on achieving their Doctorates
- congratulated Katrina Madden on her new job
- congratulated Janet Penanhoat on her retirement

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

G.2. Trustees' Announcements

Veronica Robles-Solis

- thanked teachers for their work
- congratulated Drs. Fox & Lepe
- thanked PTA parents for their support
- attended DELAC meeting this week
- congratulated Janet Penanhoat

Debra Cordes

- thanked Janet Penanhoat for her years of service
- congratulated Drs. Fox and Lepe
- thanked school staff for their work with Community Feeding
- thanked teachers for their work

Denis O'Leary

- thanked Janet Penanhoat for her years of service
- congratulated Drs. Fox and Lepe
- thanked teachers, nurses and all staff
- informed of the passing of Dr. Juanita Sanchez-Valdez on May 5, 2020 in Arizona - the first Latina principal in OSD and on the Ventura County School Board of Education, inducted into the County Educators Hall of Fame

Monica Madrigal Lopez

- thanked Janet Penanhoat for her years of service
- thanked all staff, nurses and teachers
- thanked brother Oscar for his commitment to his students
- congratulated Drs. Fox and Lepe
- congratulations to college-bound class of 2020, including sister Leslie

Reconvene to Closed Session

The Board reconvened to Closed Session at 8:24 p.m.

Reconvene to Open Session

The Board reconvened to Open Session at 8:51 p.m.

Report out of Closed Session

President Madrigal Lopez reported that the Board approved the expungement of expulsion records in case No. 18-13

Motion: Motion #19-151 to Approve Expungement of Expulsion Records Case No. 18-13

Mover: Denis O'Leary;

Secunder: Debra Cordes

Moved To: Approve

Ayes: 4 - Denis O'Leary, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis
Motion Result: Passed

G.3 Adjournment

President Madrigal Lopez adjourned the meeting at 8:53 p.m.

Motion: Motion to adjourn.

Mover: Debra Cordes;

Secunder: Veronica Robles-Solis

Moved To: Adjourn

Ayes: 4 - Denis O'Leary, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis

Motion Result: Passed

Karling Aguilera-Fort Ed.D.

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 14th day of April, 2021, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of May 6, 2020, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

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

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

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

ADMINISTRATION

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

MINUTES

REGULAR BOARD MEETING

Wednesday, May 20, 2020

5:00 p.m. - Study Session

Closed Session to Follow

7:00 PM - Regular Board Meeting

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

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

Watch the meeting live: osdtv.oxnardsd.org

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

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

Section A: PRELIMINARY

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

President Madrigal Lopez called the meeting to order at 5:00 p.m.

Present: Trustees Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis and Denis O’Leary. Also in attendance were Superintendent Karling Aguilera-Fort, Assistant Superintendents Anabolena DeGenna, Janet Penanhoat (*Interim*), and Jesus Vaca, and Senior Executive Assistant Lydia Garcia.

A.2. Pledge of Allegiance to the Flag

Dr. Aguilera-Fort, Superintendent, led the audience in the Pledge of Allegiance.

A.3. District’s Vision and Mission Statement

President Madrigal Lopez read the District's Mission and Vision Statement in English and Spanish.

A.4. Adoption of Agenda (Superintendent)

Amendments to the Agenda:

- Item A.6. “*Study Session on 2020-2025 Strategic Planning (Aguilera-Fort)*” was moved to Item A.11 at the Board's request
- Item C.1. “*Personnel Actions (Vaca/Nair-Villano)*” was moved to Action Item D.2 at the Board's request
- Item C.6. “*Approval of Agreement #20-03 – Art Trek Inc. (DeGenna/Shea)*” was pulled from the agenda due to changes in funding

Motion: Motion to adopt the agenda as amended.

Mover: Debra Cordes;

Secunder: Veronica Robles-Solis

Moved To: Approve as Amended

Ayes: 4 - Veronica Robles-Solis, Debra Cordes, Denis O’Leary, Monica Madrigal Lopez

Motion Result: Passed

A.5. Adoption and Presentation of Resolution #19-36 “Better Hearing and Speech Month” May 2020 (DeGenna/Madden)

The Board of Trustees adopted Resolution #19-36 "Better Hearing and Speech Month" May 2020 in recognition of the Speech/Language and Hearing Specialists in the District. Dr. DeGenna expressed her appreciation for the dedication displayed by the Speech/Language and Hearing professionals in the District. Trustee O’Leary recognized Mrs. John Glenn, who suffered from a speech impediment and recently passed at age 100 due to COVID-19.

Motion: Motion #19-152 Adoption of Resolution #19-36 "Better Hearing and Speech Month"
May 2020

Mover: Debra Cordes;

Second: Veronica Robles-Solis

Moved To: Adopt

Ayes: 4 - Veronica Robles-Solis, Debra Cordes, Denis O'Leary, Monica Madrigal Lopez

Motion Result: Passed

A.6. Study Session on 2020-2025 Strategic Planning (Aguilera-Fort)

This item was moved from Item A.6 to Item A.11 at the Board's request.

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

- Suzanne Dempsey re: teacher healthcare/opt-out dollars
- Anne Romero re: shutdown plan & teacher healthcare/opt-out dollars
- Stacie Thurman re: teacher healthcare/opt-out dollars
- Janet Marks re: teacher healthcare/opt-out dollars
- Patty Zamora re: teacher healthcare/opt-out dollars
- Dori Hagerman re: teacher healthcare/opt-out dollars
- David Reyes re: teacher healthcare/opt-out dollars
- Anjannette Carrillo re: teacher healthcare/opt-out dollars
- Stephanie Hammer re: teacher healthcare/opt-out dollars
- Kelli Marsicek re: TK teacher waivers (3 additional minutes donated by Amber Franco)
- Amanda Dempsey re: teacher healthcare/opt-out dollars
- Minu Sebastian re: teacher healthcare/opt-out dollars
- Monica Durazo re: teacher healthcare/opt-out dollars
- Heidi Johnson re: teacher healthcare/opt-out dollars
- Dena Spencer re: teacher healthcare/opt-out dollars
- Gabriel Teran re: teacher healthcare/opt-out dollars
- Kathy Orlinksy re: teacher healthcare/opt-out dollars
- Kristin Cumins re: teacher healthcare/opt-out dollars
- Summer McMeekin re: teacher healthcare/opt-out dollars
- Elizabeth Montoya re: teacher healthcare/opt-out dollars
- Diane Covey re: teacher healthcare/opt-out dollars
- Diana Donovan re: teacher healthcare/opt-out dollars
- Jennifer Estes re: teacher healthcare/opt-out dollars
- Julie Moreno re: teacher healthcare/opt-out dollars
- Fernando Hernandez re: teacher healthcare/opt-out dollars
- Jana Cannon re: teacher healthcare/opt-out dollars

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

A.8. Closed Session

The Board convened to Closed Session at 5:56 p.m. to consider the following items:

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. 2019-12-1045
Oxnard School District et al. Central District No. CV-04304-JAK-FFM
2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources & 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.9. Reconvene to Open Session (7:00 PM)

The Board reconvened to Open Session at 7:05 p.m.

A.10. Report Out of Closed Session

President Madrigal Lopez reported on the following actions taken in Closed Session:

Motion #19-153 Approval of Settlement Agreement OAH #2019121045

Mover: Denis O'Leary;

Second: Debra Cordes

Moved To: Approve

Ayes: 4 - Denis O'Leary, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis

Motion Result: Passed

Motion #19-154 Appoint Tammy Smith to the position of Principal

Mover: Denis O'Leary;

Second: Debra Cordes

Moved To: Appoint

Ayes: 4 - Denis O'Leary, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis

Motion Result: Passed

Motion #19-155 Appoint Nauman Zaidi to the position of Principal

Mover: Debra Cordes;

Second: Denis O'Leary

Moved To: Appoint

Ayes: 4 - Denis O'Leary, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis

Motion Result: Passed

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

Motion #19-156 Appoint Rosario Almanza to the position of Principal

Mover: Denis O'Leary;

Seconder: Veronica Robles-Solis

Moved To: Appoint

Ayes: 4 - Denis O'Leary, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis

Motion Result: Passed

A.11. Study Session on 2020-2025 Strategic Planning (Aguilera-Fort)

This item was moved from Item A.6 to Item A.11 at the Board's request.

Superintendent Aguilera-Fort provided a presentation on the framework for the District's Strategic Plan for 2020-2025, including fiscal challenges, goals and necessary components to prepare Pre-K - 8th grade students for college and career.

Section B: PUBLIC COMMENT/HEARINGS

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

- Jabbar Wofford – appreciated the information presented in the Study Session

Section C: CONSENT AGENDA

The consent agenda was approved as amended.

Motion: Motion #19-156 Approval of Consent Agenda as Amended

Mover: Debra Cordes;

Seconder: Veronica Robles-Solis

Moved To: Approve as Amended

Ayes: 4 - Veronica Robles-Solis, Debra Cordes, Denis O'Leary, Monica Madrigal Lopez

Motion Result: Passed

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

Item was moved to Action as Item D.2 at the Board's request.

C.2. Approval of the 2019-20 Quarterly Report on Williams Uniform Complaints, Third Quarter (Vaca)

As presented.

C.3. Purchase Order/Draft Payment Report #19-08 (Penanhoat/Franz)

As presented.

C.4. Setting of Date for Public Hearing - Oxnard School District 2020-2021 Adopted Budget (Penanhoat/Crandall Plasencia)

As presented.

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

Section C: APPROVAL OF AGREEMENTS

- C.5. Approval of Agreement #20-02 - enVision Consulting Group (DeGenna/Ridge)**
For yearly revision of the Annual Parent Rights Notification Handbook, including translation services, July 1, 2020 through June 30, 2021, in the amount not to exceed \$3,000.00 to be paid out of the General Fund.
- C.6. Approval of Agreement #20-02 - Approval of Agreement #20-03 – Art Trek Inc. (DeGenna/Shea)**
Item was pulled from the agenda due to changes in funding.
- C.7. Approval of Contractor Contingency Allocation No. 010 to the McKinna Elementary School Reconstruct Project for an Increase of Cost for the Work Associated with the Project (Penanhoat/Miller/CFW)**
For three (3) items of work totaling \$12,274.00, as agreed to in writing by the Contractor and District to be drawn from the Contractor Contingency line item.

Section C: RATIFICATION OF AGREEMENTS

- C.8. Ratification of Amendment #2 to Agreement #19-98 - Maxim Healthcare Services (DeGenna/Ridge)**
For additional nurse coverage pending OSD nurse returning from extended leave, in the amount of \$73,000.00 to be paid from the General Fund.
- C.9. Ratification of Amendment #1 to Agreement #19-185 - Casa Pacifica, NPS (DeGenna/Madden)**
For Non-Public School (NPS) services for student TV102807, for the 2019-2020 school year, including Extended School year, in the amount of \$13,084.50, to be paid out of Special Education Funds.
- C.10. Ratification of Amendment #1 to Agreement #19-205 - Casa Pacifica, NPS (DeGenna/Madden)**
For Non-Public School (NPS) services for student JM032007, for the 2019-2020 school year, including Extended School year, in the amount of \$36,517.32, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

- D.1. Approval of Resolution #19-37 Grading During Emergency School Closures (DeGenna)**
Dr. Ana DeGenna, Assistant Superintendent, Educational Services, provided information regarding flexibility of grading practices during school closures. She explained that Resolution #19-37 was guided by the work of CSBA and the state of California to allow flexibility in the way that student work was received and graded during Distance Learning. The information

was shared with the teachers' union and they provided feedback. The Board read and adopted Resolution #19-37 "Grading During Emergency School Closures".

Motion: Motion #19-157 Approval of Resolution #19-37 "Grading During Emergency School Closures"

Mover: Denis O'Leary;

Seconder: Veronica Robles-Solis

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Debra Cordes, Denis O'Leary, Monica Madrigal Lopez

Motion Result: Passed

D.2. Personnel Actions (Vaca/Nair-Villano)

Item was moved from Item C.1 at the Board's Request

Dr. Jesus Vaca, Assistant Superintendent, Human Resources & Support Services, explained that effective the 2020-21 school year, SB 876 placed additional requirements for Transitional Kindergarten teachers who were first assigned to a TK class after July 1, 2015. Teachers can either meet one of the following three requirements or be grandfathered in: 1) completion of a minimum of 24 units in ECE, Childhood Development, or both; 2) possession of a child development teacher permit issued by CTC; 3) professional experience in a classroom setting with preschool aged children comparable to 24 units of education, which according to guidance from VCOE is equivalent to 2 years of experience. All teachers being presented are fully credentialed and either already meet the criteria or are on track to do so before the beginning of the 2020-21 school year, and do not need technically need a waiver. The purpose of the Board action is to memorialize the fact that all current teachers meet the stated criteria. Should the Board choose not to take action, the teachers will still be qualified and remain in their positions.

Section G: CONCLUSION

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

Dr. Aguilera-Fort

- participating in ongoing planning with Oxnard Plains Superintendents and County Superintendents for what next school year may look like
- working on coming up with different models to address CDE's direction regarding their requirements and guidelines for next school year; will adapt models once those guidelines are received
- planning virtual promotions to recognize students that are promoting to high school
- Child Nutrition Services department is facing the challenge of not receiving sufficient quantities from vendors and it is necessary to reduce number of food provided to families - will only be able to provide two bags of food per family this coming Tuesday

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

Veronica Robles-Solis

- excited for virtual promotions
- Educational Services will be providing yard signs for promoting students
- thanked staff for continuing to engage students

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

Debra Cordes

- appreciates all staff for their efforts during school closures and distance learning
- belongs to Kiwanis and Oxnard/Ocotlan sister cities - provided meals to Clinicas and other organizations
- May 13 participated in first Delegate meeting via Zoom; interesting

Denis O'Leary

- thanked everyone who has touched school system - providers, teachers, staff, food handlers, organizations, parents for standing up in this time of need
- reminder to show appreciation to all around you and hopefully receive appreciation back
- encouraged community to continue providing feedback to Board members.

Monica Madrigal Lopez

- Thanked all who contributed to well-being of students - staff, parents, older siblings
- Looking forward to promotion ceremonies and celebrating 8th graders
- Expressed appreciation to all involved in making this happen

G.3 Adjournment

President Madrigal Lopez adjourned the meeting at 8:53 p.m.

Motion: Motion to adjourn.

Mover: Debra Cordes;

Secunder: Veronica Robles-Solis

Moved To: Adjourn

Ayes: 4 - Denis O'Leary, Monica Madrigal Lopez, Debra Cordes, Veronica Robles-Solis

Motion Result: Passed

Karling Aguilera-Fort Ed.D.

District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 14th day of April, 2021, the Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of May 20, 2020, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees