

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, March 17, 2021

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

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

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

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

Or join by phone:

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

US: +1 669 900 6833

Webinar ID: 872 1640 9217

***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

March 17, 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:

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

A.2. Pledge of Allegiance to the Flag

Mrs. Chantal Anderson Witherspoon, Principal, Fremont Academy, will introduce Nathaniel Cabrera, 8th grade student in Mr. Revelez'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 Jean Pierre Mawas, 8th grade student in Mr. Revelez's class at Fremont Academy, and in Spanish by Arturo Garcia, 8th grade student in Mr. Revelez's class at Fremont Academy.

A.4. Presentation by Fremont Academy

Mrs. Chantal Anderson Witherspoon, Principal, Fremont Academy, will provide a short presentation to the Board regarding Fremont. Tokens of appreciation will be forwarded via U.S. Mail to the Fremont students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.6. Study Session - Return to In-Person Instruction & Indoor Air Quality Conditions (Aguilera-Fort/DeGenna/Quinto)

The Board will receive a presentation on the return to in-person instruction and air quality conditions.

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

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

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

<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar. Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker. The Board will now convene in closed session to consider the items listed under Closed Session.

A.8. Closed Session

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

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
- Existing Litigation:
- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment
 - Director, Pupil Services
 - Manager, Special Education

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

A.10. Report Out of Closed Session

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

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

Introduction of Newly Appointed Oxnard School District Administrator:

- Mrs. Ruth F. Quinto, Assistant Superintendent, Business & Fiscal Services

Section B: PUBLIC COMMENT/HEARINGS

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

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

presente que esta reunión está siendo grabada y televisada. La Mesa Directiva invita en particular a los padres y alumnos del distrito a que presenten sus comentarios.

Section C: CONSENT AGENDA

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

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

C.1. Designation of Representative and Alternate to the Ventura County Schools Self-Funding Authority's Board of Directors (Quinto)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees approve the designations of Ruth F. Quinto as Representative and Dr. Victor M. Torres as Alternate to the VCSSFA Board of Directors, as presented.

C.2. Certification of Signatures (Quinto)

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

C.3. Enrollment Report (Quinto)

District enrollment as of February 26, 2021 was 15,115. This is 577 less than the same time last year.

C.4. Purchase Order/Draft Payment Report #20-06 (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 #20-06, as presented.

C.5. Approval of Notice of Completion for McKinna Elementary School Reconstruction Project (Quinto/Miller/CFW)

It is the recommendation of the Director, Facilities, and the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Construction Services Agreement # 17-41, McKinna Elementary School Reconstruction Project with Bernards Bros, Inc.

C.6. Personnel Actions (Torres/Batista/Nair)

It is the recommendation of the Assistant Superintendent, Human Resources, the Director,

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

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

C.7. Establish/Abolish/Increase/Reduce Hours of Positions (Torres/Nair)

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

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.8. Approval of Agreement #20-139 – Cathy Williams (DeGenna/Prater)

It is the recommendation of the Manager of Mathematics and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #20-139 with Cathy Williams, to provide Oxnard School District teachers with professional development and curriculum based on the Growth Mindset Framework applied to mathematics, for the period of March 18, 2021 through August 31, 2021, in the amount not to exceed \$30,000.00, to be paid out of Title I funds.

C.9. Approval of Agreement #20-142 – Flewelling & Moody Inc. (Quinto/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #20-142 with Flewelling & Moody Inc., to provide Architectural, Structural, and Electrical Engineering Services for Driffill School's New Replacement Walk-In Freezer Project, for the period of March 18, 2021 through December 31, 2021, in the amount of \$25,000.00, to be paid out of Williams funds.

C.10. Approval of Agreement #20-143 – Flewelling & Moody Inc. (Quinto/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #20-143 with Flewelling & Moody Inc., to provide Architectural, Structural, and Electrical Engineering Services for the Curren School New Walk-In Freezer Project, for the period of March 18, 2021 through December 31, 2021, in the amount of \$25,000.00, to be paid out of Williams funds.

C.11. Approval of Agreement #20-144 – Flewelling & Moody Inc. (Quinto/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #20-144 with Flewelling & Moody Inc., to provide Architectural and Electrical Engineering Services for the Facilities Electrical Service Replacement Project, for the period of March 18, 2021 through December 31, 2021, in the amount of \$25,000.00, to be paid from Williams funds.

C.12. Approval of Agreement #20-145, Pavement Engineering Inc. (Quinto/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #20-145 with Pavement Engineering Inc., to provide Engineering Design and Support, Inspection, and Contract Administration Services for the 2021 Asphalt Projects at Frank, Lopez, and McAuliffe campuses, for the period of March 18, 2021 through December 31, 2021, in the amount not to exceed \$91,230.00, to be paid out of Deferred Maintenance funds.

C.13. Approval of Agreement #20-155, Memorandum of Understanding (MOU) between the Oxnard Educators Association (OEA) and the Oxnard School District (District) re:

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

COVID-19 Pandemic and Return to School 2020-2021 and Addendum 1: Reopening (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the Memorandum of Understanding #20-155 and its Addendum 1 between OEA and the District, relative to the effects of the COVID-19 pandemic and the return to school for the 2020-2021 school year, as presented.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.14. Ratification of Agreement #20-134 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Edwards)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-134 with VCOE, to provide exceptional services to special education student AC080310 that consist of support from Special Circumstances Paraeducators (SCPs), including Extended School Year, during the 2020-21 School Year, in the amount not to exceed \$34,369.30, to be paid out of Special Education funds.

C.15. Ratification of Agreement #20-135 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Edwards)

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-135 with VCOE, to provide exceptional services to special education students OL083008 and JB080313 that consist of support from Special Circumstances Paraeducators (SCPs), including Extended School Year, during the 2020-21 school year, in the amount not to exceed \$42,211.05, to be paid out of Special Education funds.

C.16. Ratification of Agreement #20-140 – PresenceLearning Inc. (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 #20-140 with PresenceLearning Inc., to provide supplemental clinical and therapy services to the Oxnard School District on an “as needed” basis, for the period of July 1, 2020 through July 30, 2021, in the amount not to exceed \$100,000.00, to be paid out of Special Education funds.

C.17. Ratification of Agreement #20-141 – EDU Healthcare 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 #20-141 with EDU Healthcare LLC, to provide supplemental staffing to the Oxnard School District on an “as needed” basis during the 2020-21 school year, in the amount not to exceed \$102,400.00, to be paid out of Special Education funds.

Section F: BOARD POLICIES

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

F.1. Second Reading and Adoption of Revisions to E 9270 – Conflict of Interest (Quinto)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees approve the revisions to E 9270, as presented.

Board Discussion:

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

Moved:
Seconded:
Vote:

ROLL CALL VOTE:

Martinez ____, Lopez ____, Madrigal Lopez ____, 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:

Martinez ____, Lopez ____, Madrigal Lopez ____, 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, March 12, 2021.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 17, 2021

Agenda Section: Section A: Study Session

Study Session - Return to In-Person Instruction & Indoor Air Quality Conditions (Aguilera-Fort/DeGenna/Quinto)

The Board will receive a presentation on the return to in-person instruction and indoor air quality conditions.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: March 17, 2021

Agenda Section: Section A: Preliminary

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

Introduction of Newly Appointed Oxnard School District Administrator:

- Mrs. Ruth F. Quinto, Assistant Superintendent, Business & Fiscal Services

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

The newly appointed administrator will be introduced to the 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/3091234567), 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: Ruth Quinto

Date of Meeting: March 17, 2021

Agenda Section: Section C: Consent Agenda

Designation of Representative and Alternate to the Ventura County Schools Self-Funding Authority's Board of Directors (Quinto)

The Ventura County Schools Self-Funding Authority (VCSSFA), our risk pool, requires that the Board of Trustees of member districts designate a Representative and Alternate to the VCSSFA Board.

The Administration recommends that the Board approve the following designations to the VCSSFA Board:

- **Representative:** Ruth F. Quinto, CPA, Assistant Superintendent, Business & Fiscal Services
- **Alternate:** Dr. Victor Torres, Assistant Superintendent, Human Resources

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board approve the designations to the VCSSFA Board as outlined above, via execution of the attached form.

ADDITIONAL MATERIALS:

Attached: [Designation of VCSSFA Representative \(1 page\)](#)

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth Quinto

Date of Meeting: March 17, 2021

Agenda Section: Section C: Consent Agenda

Certification of Signatures (Quinto)

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

FISCAL IMPACT:

None.

RECOMMENDATION:

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

ADDITIONAL MATERIALS:

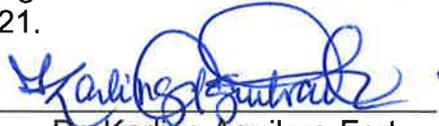
Attached: [Oxnard School District Certification of Signatures \(3 pages\)](#)

OXNARD SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

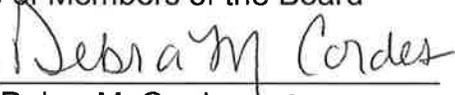
I, Dr. Karling Aguilera-Fort, Superintendent/Secretary to the Board of Trustees of the Oxnard School District of Ventura County, California, certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district (Part 1). Verified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

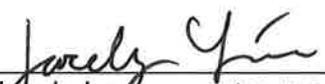
Unless amended by Board action, these approved signatures will be considered valid for the period of March 18, 2021 through June 30, 2021.

Date of Board Action: March 17, 2021 Signature: 
Dr. Karling Aguilera-Fort,
Superintendent/Secretary to
the Board of Trustees

PART I

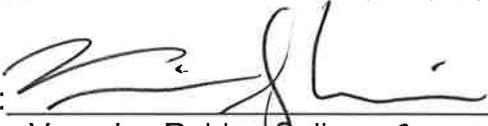
Signatures of Members of the Board

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

Signature: 
Jarely Lopez, MEMBER
of the Board of Trustees

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

Signature: 
Katalina Martinez, MEMBER
of the Board of Trustees

Signature: 
Veronica Robles Solis, CLERK
of the Board of Trustees

*Education Code Sections
42632, 42633

PART 2

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

Signature:  _____

Dr. Karling Aguilera-Fort

Title: District Superintendent

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

Signature:  _____

Dr. Victor Torres

Title: Assistant Superintendent, Human Resources

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

Signature:  _____

Ruth F. Quintero, CPA

Title: Assistant Superintendent, Business & Fiscal Services

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

Page Three

Signature: 
Dr. Anabolena DeGenna

Title: Assistant Superintendent, Educational Services

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

Signature: 
Mary Crandall Plasencia

Title: Director of Finance

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

Signature: 
Lisa A. Franz

Title: Director of Purchasing

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

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth Quinto

Date of Meeting: March 17, 2021

Agenda Section: Section C: Consent Agenda

Enrollment Report (Quinto)

District enrollment as of February 26, 2021 was 15,115. This is 577 less than the same time last year.

FISCAL IMPACT:

None.

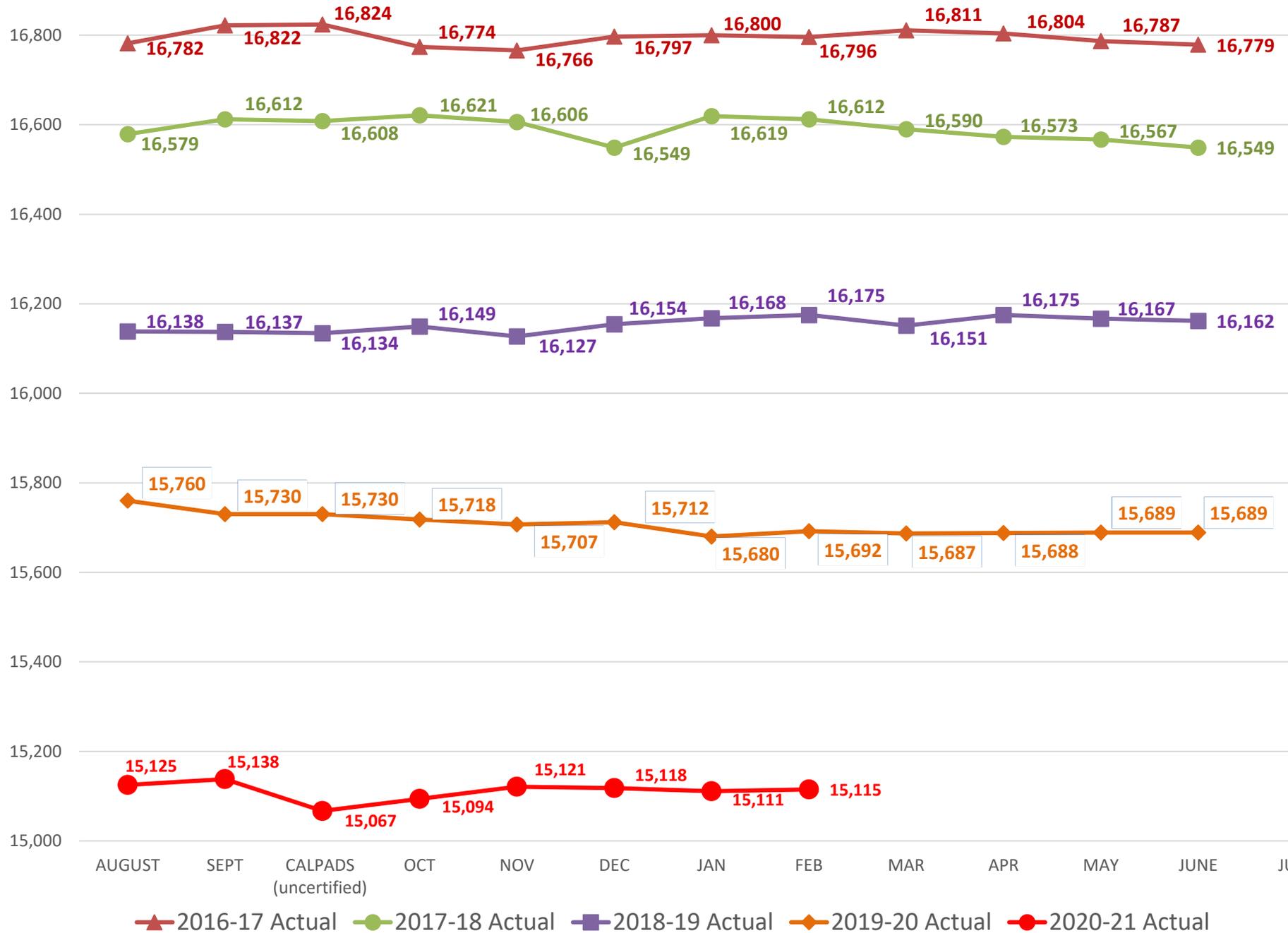
RECOMMENDATION:

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: March 17, 2021

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #20-06 (Quinto/Franz)

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

1. A listing of Purchase orders issued 2/03/2021 through 3/02/2021 for the 2020-2021 school year, for \$5,249,847.59.
2. There are no Draft Payments issued from 2/03/2021 through 3/02/2021, 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 #20-06 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #20-06 \(8 pages\)](#)

Includes Purchase Orders dated 02/03/2021 - 03/02/2021

PO Number	Vendor Name	Loc	Description	Order Amount
NP21-00050	Gold Star Foods	CNS	stores	740.25
NP21-00051	Gold Star Foods	CNS	stores	17,031.50
NP21-00052	Gold Star Foods	CNS	stores	4,385.15
NP21-00053	KB Foods Distribution, Inc.	CNS	stores	97,484.80
P21-01704	The Berry Man Inc	CNS	supplies	160,000.00
P21-02200	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,133.49
P21-02201	The Berry Man Inc	CNS	supplies	800,000.00
P21-02202	DRIFTWOOD DAIRY INC	CNS	supplies	800,000.00
P21-02203	School Specialty Inc	SAN MIGUEL	Materials & Supplies - Distance Learnings	687.31
P21-02204	Headsets Com Inc	PERSONNEL	matl/sup	70.65
P21-02205	Super Duper Inc	Special Ed	MATL/SUP (V.Peila)	248.53
P21-02206	OfficeSupply.com	SAN MIGUEL	Materials & Supplies- Distance Learning	466.67
P21-02207	Amazon Com	SAN MIGUEL	Materials & Supplies- Distance Learning	613.42
P21-02208	Amazon Com	SAN MIGUEL	Materials & Supplies- J. Van Otten	113.07
P21-02209	Amazon Com	Special Ed	MATL/SUP (A.Newton)	217.74
P21-02210	Ventura Co Office Of Education	ED SERVICES	LPSBG/SERV	18,375.00
P21-02211	Lakeshore Learning Materials	SAN MIGUEL	Materials & Supplies- Distance Learning	2,400.69
P21-02212	Ventura Co Office Of Education	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	1,085.00
P21-02213	Teachers Pay Teachers	Special Ed	MATL/SUP (D. Vail)	249.49
P21-02214	Super Duper Inc	SAN MIGUEL	Materials & Supplies- T. Toscano	50.55
P21-02215	Amazon Com	DRIFFILL	MATL/SUPP-instructional	179.40
P21-02216	Amazon Com	SAN MIGUEL	Materials & Supplies- T. Toscano	149.91
P21-02217	Amazon Com	SIERRA LINDA	MATL/SUPP (Romero RSP)	182.50
P21-02218	Amazon Com	Special Ed	MATL/SUP (S. Muth)	129.47
P21-02219	Amazon Com	LEMONWOOD	BOOKS (Instructional)	193.48
P21-02220	Amazon Com	LEMONWOOD	MAT/SUPPLIES (Instructional)	640.75
P21-02221	Amazon Com	ED SERVICES	MATL/SUP	32.84
P21-02222	CN School & Office Sol, Inc Cu Iver-Newlin	FACILITIES	Equipt / Furniture	785.20
P21-02223	CN School & Office Sol, Inc Cu Iver-Newlin	FACILITIES	Equipt / Furniture	1,802.10
P21-02224	CN School & Office Sol, Inc Cu Iver-Newlin	FACILITIES	Equipt / Furniture	3,169.97
P21-02225	International Sanitary Supply Association, Inc.	FACILITIES	Membership Fees	970.00
P21-02226	THUNG-RUNG LIN LIN AND ASSOCIA TES	PERSONNEL	serv	20,000.00
P21-02227	ACSA/FEA	RISK MGMT	ACSA Membership/Dues ROMERO	436.25
P21-02228	ONLINE LABELS	LOPEZ	MATL/SUPPLY-INSTRUCTION	1,073.29
P21-02229	Pacificom Coast Sound	TRANSPORTATIOI	EQUIPMENT	1,640.00
P21-02230	SWRCB/SW Fees	TRANSPORTATIOI	Annual Fee	1,474.00
P21-02231	School Serv Of Calif Inc	ED SERVICES	Conf	275.00
P21-02232	Amazon Com	ASES	MATL/SUP	904.20
P21-02233	Amazon Com	RITCHEN	MATL/SUP-Instructional	29.07
P21-02234	Ventura Co Office Of Education	LOPEZ	CONF-INSTRUCTION CSI Grant	160.00
P21-02235	Witherspoon Ent Inc DBA Port A Stor	EARLY CHILDHOC	Mat/Sup - Instruction	500.00
P21-02236	Ventura Co Office Of Education	ED SERVICES	CONF	600.00

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

Page 1 of 8

Includes Purchase Orders dated 02/03/2021 - 03/02/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P21-02237	SCHOOL TECH SUPPLY	ASES	MATL/SUP	476.24
P21-02238	Veritiv Operating Company	GRAPHICS	Materials and Supplies	2,392.52
P21-02239	Kelly Paper	GRAPHICS	Materials and Supplies	2,146.58
P21-02240	Lakeshore Learning Materials	SIERRA LINDA	MATL/SUPP (5th grade math)	233.07
P21-02241	Ventura Co Office Of Education	CHAVEZ	TRAVEL AND CONFERENCE-INSTRUCTIONAL	155.00
P21-02242	Teachers Pay Teachers	Special Ed	MATL/SUP (E.Dowd)	83.69
P21-02243	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	MCKINNA	matl/sup-instructional	688.84
P21-02244	Amazon Com	Special Ed	MATL/SUP	34.15
P21-02245	Walmart	MCAULIFFE	Matl/Supp- Instructional	538.75
P21-02246	Amazon Com	MCAULIFFE	Matl/Supp-Instructional	489.91
P21-02247	Amazon Com	MCAULIFFE	Matl/Supp- Instructional	73.54
P21-02249	Ventura Co Office Of Education	RITCHEN	Books other then Textbooks-Instructional	1,130.40
P21-02250	Gopher Sport	CURREN	MTLS/SUPL PE	5,274.58
P21-02251	Lakeshore Learning Materials	MCKINNA	matl-sup-instructional	910.52
P21-02252	MANSON WESTERN LLC WESTERN PSY CHOLOGICAL SERVICES	Special Ed	MAT/SUPL	611.59
P21-02253	Teachers Pay Teachers	Special Ed	MATL/SUP (Hermesh)	252.34
P21-02254	Learning Rights Law Center Cli ent Trust Account	BUSINESS	SERV-attorney fees	7,500.00
P21-02255	Learning Rights Law Center Cli ent Trust Account	BUSINESS	SERV-attorney fees	6,000.00
P21-02256	Learning Rights Law Center Cli ent Trust Account	BUSINESS	SERV-attorney fees	8,000.00
P21-02257	Amazon Com	Special Ed	MATL/SUP (DHH)	147.19
P21-02258	NANCY PAULSON EXTREME MATH	ASES	MTRL/SUP	1,507.20
P21-02259	Office Depot Bus Ser Div	LOPEZ	MATL/SUPPLY-INSTRUCTION	1,292.96
P21-02260	LRP Publications Inc	Special Ed	BKS (BEHAVIOR)	52.17
P21-02261	Ventura Co Office Of Education	BUSINESS	SERV Data Collaborative	15,821.77
P21-02262	LORI KLEINDIENST	Special Ed	MATL/SUP (A.Sani)	139.92
P21-02263	CDW G	HR	software	327.00
P21-02264	Apple Computer Inc	Special Ed	APP (Frank)	26.97
P21-02265	SCHOOL TECH SUPPLY	MCAULIFFE	Matl/Supp-Instructional	699.28
P21-02266	General Binding Corp.	MARINA	MAINT-instruction	618.14
P21-02267	SCHOOL TECH SUPPLY	BUDGET	Equipment printer	774.72
P21-02268	ROBERT T. SUSSMAN dba/ MATILIJ A NURSERY	CURREN	matl/sup - instructional	215.50
P21-02269	SCHOOL TECH SUPPLY	CHAVEZ	COMPUTER EQUIPMENT OVER \$500-INSTRUCTIONAL	2,616.16
P21-02270	SCHOOL TECH SUPPLY	TRANSPORTATIOI	COMPUTER SUPPLIES	1,184.48
P21-02271	SIGNET CONTROLS, INC	FACILITIES	Professional Services	5,000.00
P21-02272	SCHOOL TECH SUPPLY	FACILITIES	Equipt / Dana Miller	3,474.94
P21-02273	SCHOOL TECH SUPPLY	FACILITIES	Equipt / Dana Miller	1,563.44
P21-02274	Amazon Com	MCKINNA	matl-sup-instructional	1,252.22
P21-02275	Amazon Com	RISK MGMT	Supplies	1,051.30
P21-02276	Amazon Com	FACILITIES	Materials and Supplies	1,117.42
P21-02277	SCHOOL TECH SUPPLY	LOPEZ	MATERIAL/SUPPLY-INSTRUCTION	4,292.76

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ESCAPE ONLINE

Page 2 of 8

Includes Purchase Orders dated 02/03/2021 - 03/02/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P21-02278	CN School & Office Sol, Inc Cu Iver-Newlin	LEMONWOOD	MAT/SUPPLIES (ADMIN STORAGE)	1,705.25
P21-02279	Amazon Com	MARSHALL	MATL/SUP - Instruction	176.27
P21-02280	General Binding Corp.	SAN MIGUEL	MAINT	515.00
P21-02281	The Math Learning Center	ERC	Textbooks	659.82
P21-02282	The Math Learning Center	ERC	Textbooks	1,319.63
P21-02283	The Math Learning Center	ERC	Textbooks	3,958.88
P21-02284	The Math Learning Center	ERC	Textbooks	3,958.88
P21-02285	The Math Learning Center	ERC	Textbooks	3,299.09
P21-02286	Amazon Com	BREKKE	MAT/SUP-RSP	85.64
P21-02287	Jordanos Inc	CNS	supplies	400,000.00
P21-02288	GJM DISTRIBUTOR INC. TRI COUNT Y BREAD SERVICE	CNS	supplies	320,000.00
P21-02289	SMART AND FINAL-C.I. BLVD	MCAULIFFE	Mat/Supp-Instructional	538.75
P21-02290	MATT WILHEIM INC.	CURREN	serv - instructional	475.00
P21-02291	Perma Bound Books	LOPEZ	BOOKS/SUPPLY-INSTRUCTION	8,849.83
P21-02292	School Datebooks	HARRINGTON	MATERIALS & SUPPLIES INSTRUCTION	991.66
P21-02293	Northwest Sound Invests dba Re hab Seminars	ELM	CONFERENCE	489.00
P21-02294	The Math Learning Center	ERC	Textbooks	1,319.63
P21-02295	CABE	ENGLISH LEARNE	Conf-LCAP 3.07	650.00
P21-02296	Ventura Co Office Of Education	ELM	CONFERENCE	620.00
P21-02297	Ventura Co Office Of Education	ELM	CONFERENCE	80.00
P21-02298	COSTCO WHOLESALE CORPORATION	MARINA	MATL/SUPL	1,000.00
P21-02299	Amazon Com	LEMONWOOD	BOOKS (Instructional)	589.52
P21-02300	Amazon Com	LEMONWOOD	MAT/SUPPLIES (instructional)	173.63
P21-02301	Caldwell Flores Winters, Inc	BUSINESS	SERV	145,359.00
P21-02302	Lakeshore Learning Materials	EARLY CHILDHOC	Mat/Sup - Instruction	1,507.22
P21-02303	Placer County Office of Ed	ROSE	TRAVEL & CONF. - 2021 CA PBIS VIRTUAL CONF. 3-2-21	40.00
P21-02304	Ventura Co Office Of Education	ENGLISH LEARNE	CONF-Title I	245.00
P21-02305	Amazon Com	ED SERVICES	MATL/SUP- Title I	220.32
P21-02306	Amazon Com	EARLY CHILDHOC	Mat/Sup - Instruction	199.14
P21-02307	Ventura Co Office Of Education	BUDGET	20/21 PERS/GASB 68 Reports	350.00
P21-02308	Amazon Com	MARINA	MATL/SUPL-Instructional	1,090.80
P21-02309	Amazon Com	LOPEZ	MATL/SUPPLY-INSTRUCTION	1,333.77
P21-02310	Uline	MCKINNA	Mat/sup-instructional	2,579.54
P21-02311	GARY SHAMIEL dba/ PURPOSE DRIV EN INVESTMENTS	DRIFFILL	SUPP CONC FUNDS/SERV	1,000.00
P21-02312	TEACHING CHANNEL INC	LOPEZ	LICENCE/INSTRUCTION	3,599.52
P21-02313	SCHOOL TECH SUPPLY	MCKINNA	Compu-instructional	2,782.11
P21-02314	CDW G	ELM	SUBSCRIPTIONS	163.50
P21-02315	SCHOOL TECH SUPPLY	ELM	COMPUTER SUPPLIES	2,438.99
P21-02316	ESGI	ELM	SUBSCRIPTIONS	926.00
P21-02317	SCHOOL TECH SUPPLY	MCAULIFFE	Cap Equipment	8,233.84
P21-02318	250 MILLS LLC POSTERMYWALL	HR	Subscription	99.95
P21-02319	Amazon Com	ELM	MATL-SUPP-INSTRUCTIONAL	1,446.96
P21-02320	Tyler Technologies, Inc	TRANSPORTATIOI	SERV	12,050.00

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ESCAPE ONLINE

Page 3 of 8

Includes Purchase Orders dated 02/03/2021 - 03/02/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P21-02321	Amazon Com	FACILITIES	Amazon	526.34
P21-02322	REGENTS OF THE UNIV OF CA/UCSD SAN DIEGO SCHOOL OF MEDICINE	Special Ed	SERV	5,000.00
P21-02323	JOANNE BOALER	ED SERVICES	LOW PERF STUD BLOCK GRANT/SERV	7,500.00
P21-02324	SANTA BARBARA MUSEUM OF NATURA L HISTORY	RITCHEN	SERV-Instructional	200.00
P21-02325	Turf Star	FACILITIES	Vehicle Equipment	120,408.70
P21-02326	CABE	SORIA	CONF - Parent	1,275.00
P21-02327	CABE	SORIA	CONF - Teachers	4,500.00
P21-02328	Amazon Com	SORIA	Mats/Sup - Instructional	1,460.23
P21-02329	Amazon Com	SORIA	BKS - Instructional	673.63
P21-02330	Grainger Inc	SORIA	Mats/Sup - Instructional	279.41
P21-02331	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	986.95
P21-02332	COUNTY OF VENTURA CLERK & RECO RDER	BUSINESS	SERV	60.00
P21-02333	Lozano Smith, LLP	Pupil Srvs	CONF- C. Ridge	25.00
P21-02334	Demco Inc	SORIA	Mats/Sup - Instructional	92.80
P21-02335	Pitsco Inc	SORIA	Mats/Sup - Instructional	518.75
P21-02336	School Serv Of Calif Inc	ED SERVICES	Conf	390.00
P21-02337	CABE	SORIA	CONF - Admin	750.00
P21-02338	Amazon Com	Pupil Srvs	MAT/SUP- Nurses	14.12
P21-02339	Amazon Com	LOPEZ	BKS/INSTRUCTIONAL	235.01
P21-02340	Amazon Com	DRIFFILL	Books other than textbooks-Instructional	90.55
P21-02341	Amazon Com	MARSHALL	MATL/SUP - Instruction	874.29
P21-02342	Amazon Com	SIERRA LINDA	MATL/SUPP (Read across America)	449.12
P21-02343	Amazon Com	SORIA	Mats/Sup - Instructional	88.28
P21-02344	Amazon Com	SORIA	Mats/Sup - Instructional	132.30
P21-02345	Document Tracking Services Llc	Pupil Srvs	SERV- translation	129.39
P21-02346	Amazon Com	HARRINGTON	4300 MATERIALS & SUPPLIES	121.13
P21-02347	ORIENTAL TRADING COMPANY	ELM	MATL/SUPP-INSTRUCTIONAL	2,185.57
P21-02348	The Math Learning Center	ERC	Textbooks	6,598.18
P21-02349	The Math Learning Center	ERC	Textbooks	1,319.64
P21-02350	The Math Learning Center	ERC	Textbooks	2,639.27
P21-02351	Ccp Industries	WAREHOUSE	Stores Supplies	4,507.40
P21-02352	House Sanitary Supply Co	WAREHOUSE	Stores Supplies	1,844.07
P21-02353	Sinclair Sanitary Supply Inc	WAREHOUSE	Stores Supplies	2,018.70
P21-02354	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	1,051.21
P21-02355	Veritiv Operating Company	WAREHOUSE	Stores Supplies	3,092.21
P21-02356	Verizon Wireless	IT	COMM (COVID)	11,529.25
P21-02357	CUE, INC	ASES	CONF	537.00
P21-02358	CyberReef Solutions, Inc.	IT	SOFTWARE (COVID)	1,200.00
P21-02359	Lakeshore Learning Materials	SORIA	Mats/Sup - Instructional	327.35
P21-02360	ORIENTAL TRADING COMPANY	SAN MIGUEL	Materials & Supplies- Distance Learning/S. Piña	159.41
P21-02361	CN School & Office Sol, Inc Cu Iver-Newlin	LEMONWOOD	EQUIP/MATL (Admin Storage)	9,043.16
P21-02362	Cardea Services	ASES	CONF	900.00
P21-02363	Veritiv Operating Company	WAREHOUSE	Stores Supplies	11,847.11
P21-02364	Calif Assn Of Latino Supt & Ad	ED SERVICES	MEMB	200.00

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

Page 4 of 8

Includes Purchase Orders dated 02/03/2021 - 03/02/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P21-02365	Lakeshore Learning Materials	SIERRA LINDA	Mat/sup - Instruction	622.74
P21-02366	Amazon Com	CURREN	mat/sup - instructional	932.19
P21-02367	Amazon Com	LEMONWOOD	BOOKS (Instructional)	818.60
P21-02368	KAREN A BEEMAN dba/CENTER FOR TEACHING FOR BILITERACY, LLC	ED SERVICES	CONF- LCAP 1.06	16,250.00
P21-02369	Amazon Com	HARRINGTON	MATERIALS & SUPPLIES	141.13
P21-02370	CN School & Office Sol, Inc Cui	FACILITIES	Equipment	1,599.63
P21-02371	California Dept of Education Office of School Transp.	TRANSPORTATION	VIRTUAL COURSE	600.00
P21-02372	California Dept of Education Office of School Transp.	TRANSPORTATION	VIRTUAL COURSE	1,200.00
P21-02373	Jordanos Inc	CNS	supplies	10,827.24
P21-02374	Amazon Com	RAMONA	Cov-19 Safety Room Indicator (signal disinfecting)	296.30
P21-02375	Pep Boys	FACILITIES	Repairs, Maint, Parts & Sup	2,000.00
P21-02376	Veritiv Operating Company	FACILITIES	Custodial Materials and Supplies	752.54
P21-02377	Veritiv Operating Company	FACILITIES	Custodial Materials and Supplies	967.55
P21-02378	Amazon Com	ELM	MATL/SUPP-INSTRUCTIONAL	210.38
P21-02379	Veritiv Operating Company	FACILITIES	Custodial Materials and Supplies	1,128.82
P21-02380	Veritiv Operating Company	FACILITIES	Custodial Materials and Supplies	1,612.59
P21-02381	Neogov	PERSONNEL	Software/Online Subscriptions	16,679.37
P21-02382	Staples Direct	GRAPHICS	Equipment	358.14
P21-02383	Wiley Publishing, Inc	Special Ed	MAT/SUPL	558.97
P21-02384	VCOE - 0950	Special Ed	Mats/COVID Assessors	5,503.98
P21-02385	Amazon Com	LEMONWOOD	BOOKS(Instructional)	209.99
P21-02386	Ferguson Enterprises Inc	FACILITIES	COVID Materials and Supplies	3,283.68
P21-02387	The Berry Man Inc	CNS	supplies	13,747.25
P21-02388	Ventura Co Office Of Education	BUDGET	20-21 Excess Cost - Transportation	295,950.00
P21-02389	Ventura Co Office Of Education	BUDGET	20-21 Tuition/Excess Cost	1,413,765.00
P21-02390	Tri County GATE Council Linda Calvin	ED SERVICES	Membership Dues	75.00
P21-02391	Grainger Inc	GRAPHICS	Supplies	400.61
P21-02392	Grainger Inc	WAREHOUSE	MATL/Equipment	514.68
P21-02393	Perma Bound Books	ELM	BKS - INSTRUCTIONAL	5,544.58
P21-02394	SQUARE GROVE LLC UPLIFT DESK	IT	EQUIP (NetworkDesk)	2,591.39
P21-02395	CUE, INC	ASES	CONF	179.00
P21-02396	Bad Wolf Press	ASES	MTRL/SUPL	14.13
P21-02397	Guitar Center	ASES	MATL/SUP	10,000.00
P21-02398	Super Duper Inc	Special Ed	MATL/SUP (L Herrera)	81.62
P21-02399	Infant Development Assoc Of	SAN MIGUEL	Conference & Travel- Infant Dept.	70.00
P21-02400	Ventura Co Star	SUPERINTENDENT	SERV	422.89
P21-02401	Walmart	ASES	MATL/SUP	5,000.00
P21-02402	Learning Rights Law Center Client Trust Account	BUSINESS	SERV-attorney fees	5,000.00
P21-02403	COUNTY OF VENTURA ELECTIONS DIVISION	SUPERINTENDENT	SERV	512.56
P21-02404	COUNTY OF VENTURA ELECTIONS DIVISION	SUPERINTENDENT	SERV	512.56

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 5 of 8

Includes Purchase Orders dated 02/03/2021 - 03/02/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P21-02405	COUNTY OF VENTURA ELECTIONS DI VISION	SUPERINTENDEN	SERV	512.56
P21-02406	S & S WORLDWIDE, INC	SORIA	MTLS/SUPL (PRATER -PE EQUIP)	541.76
P21-02407	Gopher Sport	KAMALA	MTLS/SUPL (PRATER- PE EQUIP)	5,176.17
P21-02408	US GAMES	MARSHALL	MTLS/ SUPL(PRATER-PE EQUIP)	3,985.91
P21-02409	Gopher Sport	LEMONWOOD	MTLS/SUP (PRATER- PE EQUIP)	1,455.57
P21-02410	Gopher Sport	LEMONWOOD	MTLS/SUP (PRATER- PE EQUIP)	1,614.11
P21-02411	Gopher Sport	LEMONWOOD	MTLS/SUP (PRATER- PE EQUIP)	1,244.19
P21-02412	TITAN FITNESS	CHAVEZ	MTLS/SUP (PRATER- PE EQUIP)	409.42
P21-02413	Gopher Sport	CHAVEZ	MTLS/SUP (PRATER- PE EQUIP)	3,093.26
P21-02414	Gopher Sport	DRIFFILL	MTLS/SUP (PRATER- PE EQUIP)	77.54
P21-02415	Gopher Sport	DRIFFILL	MTLS/SUP (PRATER- PE EQUIP)	4,497.34
P21-02416	Gopher Sport	FREMONT	MTLS/SUP (PRATER- PE EQUIP)	8,792.34
P21-02417	US GAMES	FRANK	MTLS/SUPL (PRATER/PE EQUIP)	2,084.00
P21-02418	MIND RESEARCH INSTITUTE	ED SERVICES	CONF (Julie Prater)	7,500.00
P21-02419	Teachers Pay Teachers	CURREN	matl/sup - instructional	100.00
P21-02420	ORIENTAL TRADING COMPANY	MARSHALL	MATL/SUP - Instruction	421.33
P21-02421	ORIENTAL TRADING COMPANY	MARSHALL	MATL/SUP - Instruction	439.09
P21-02422	BARNES AND NOBLE BOOKSELLERS, INC.	LEMONWOOD	BOOKS (Instructional)	150.00
P21-02423	Lakeshore Learning Materials	LEMONWOOD	MAT/SUPPLIES (Instructional)	609.87
P21-02424	LRP Publications Inc	Special Ed	BKS(EDWARDS)	437.79
P21-02425	Lakeshore Learning Materials	SIERRA LINDA	MATL/SUPP (Hammel math supp)	175.36
P21-02426	GrayWolf Sensing Solutions LLC	FACILITIES	Equipment	4,468.61
P21-02427	GrayWolf Sensing Solutions LLC	FACILITIES	Equipment	9,664.92
P21-02428	Lectorum Publications Inc	KAMALA	BOOKS-OTHER THAN TEXTBOOKS	450.78
P21-02429	BSN Sports	FRANK	MTLS/ SUPL (PRATER- PE EQUIP)	742.94
P21-02430	Amazon Com	DRIFFILL	MTLS/SUPL (PRATER-PE EQUIP)	253.68
P21-02431	Ventura Co Office Of Education	RAMONA	PD-serving then needs DLI Cohort @ VCOE	930.00
P21-02432	Amazon Com	Special Ed	MATL/SUP (L. Herrera)	178.81
P21-02433	Amazon Com	LEMONWOOD	BOOKS(Instructional)	41.88
P21-02434	Amazon Com	FRANK	MTLS/SUPL (PRATER/PE EQUIP)	812.48
P21-02435	Amazon Com	TRANSPORTATIO	EQUIPMENT	1,813.19
P21-02436	Amazon Com	MARSHALL	MATL/SUP - Instruction	11.76
P21-02437	Amazon Com	RAMONA	Matl/Sup (Coffee W/Principal - parent goodies)	125.07
P21-02438	Daniels Tire Service	WAREHOUSE	Repairs	157.61
P21-02439	GREENWOOD PUBLISHING GROUP LLC HEINEMANN	ELM	MATL/SUPP-INSTRUCTIONAL	7,554.25
P21-02440	SCHOLASTIC-MAGAZINES	RITCHEN	MATL/SUP-Instructional	166.95
P21-02441	Amazon Com	FREMONT	MTLS/SUP (PRATER- PE EQUIP)	4,809.83
P21-02442	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instr	33.06
P21-02443	Ventura Co Office Of Education	HR	SERV Induction Program, Admin/Tchr/TPSL	115,500.00
P21-02444	Amazon Com	FACILITIES	Materials and Supplies	49.35
P21-02445	General Binding Corp.	KAMALA	Equip-Instructional	515.00
P21-02446	SCHOOL TECH SUPPLY	FRANK	Computer Equip. - Instructional	46,416.91
P21-02447	INTERSTATE RESTORATION, LLC	FACILITIES	GEN FUND/REPAIRS (ARCHIVES REPAIR - FIRE 9/2020)	10,843.78

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 6 of 8

Includes Purchase Orders dated 02/03/2021 - 03/02/2021

PO Number	Vendor Name	Loc	Description	Order Amount
P21-02448	Amazon Com	MARINA	COMP SUPP/SOFTW- Instructional	387.28
P21-02449	Amazon Com	DRIFFILL	COMP/SUPP-instructional	94.26
P21-02450	Amazon Com	FRANK	Computer Equip - Instructional	2,272.80
P21-02451	Div Of The State Architect Att n: CASHIER	FACILITIES	Def Maint /DSA Fees / Marina West	8,550.00
P21-02452	Staples Direct	FACILITIES	Materials and supplies	1,000.00
Total Number of POs			257	Total
				5,249,847.59

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	246	3,635,766.96
120	CHILD DEVELOPMENT FUND	4	2,829.10
130	CAFETERIA FUND	11	1,457,342.53
140	DEFERRED MAINTENANCE FUND	1	8,550.00
214	BOND FUND MEASURE D 2016	1	145,359.00
Total Fiscal Year 2021			5,249,847.59
Total			5,249,847.59

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 02/03/2021 - 03/02/2021

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P21-00175	6,500.00	010-4322	GENERAL FUND/FLOOR SUPPLIES	1,500.00
P21-00176	15,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,000.00
P21-00225	12,000.00	010-5632	GENERAL FUND/REPAIRS	500.00
P21-00242	3,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,100.00
P21-00359	15,181.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	1,181.00
P21-00765	47,016.39	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	22,016.39
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	2,091.40
			Total PO P21-00765	24,107.79
P21-00766	55,543.26	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	29,624.79
P21-00894	6,465.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,387.50
P21-01534	4,500.00	010-4700	GENERAL FUND/FOOD	3,467.80
		130-4700	CAFETERIA FUND/FOOD	13,967.80-
			Total PO P21-01534	10,500.00-
P21-01618	6,000.00	010-4700	GENERAL FUND/FOOD	3,500.00
		130-4700	CAFETERIA FUND/FOOD	1,500.00-
			Total PO P21-01618	2,000.00
			Total PO Changes	56,901.08

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: March 17, 2021

Agenda Section: Section C: Facilities Agreement

Approval of Notice of Completion for McKinna Elementary School Reconstruction Project (Quinto/Miller/CFW)

Construction work has been completed and accepted by the Architect of Record and the Department of the State Architect (DSA) Inspector of Record for the McKinna Elementary School Reconstruction Project. The project is proceeding with contract close-out and DSA Certification. The contractor, Bernards Bros, Inc., as of January 13, 2021, has completed all Work and met all contractual obligations included in Construction Services Agreement #17-41 for the McKinna Elementary School Reconstruction Project. At this time, it is recommended that the Board of Trustees approve the Notice of Completion for this Project, which subsequently will be filed by the District with the Ventura County Recorder's Office.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Facilities, and the Assistant Superintendent, Business and Fiscal Services, in consultation with Caldwell Flores Winters, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Construction Services Agreement # 17-41, McKinna Elementary School Reconstruction Project with Bernards Bros, Inc.

ADDITIONAL MATERIALS:

Attached: [Notice of Completion \(1 Page\)](#)

Return Recorded Notice of Completion to:

Lisa A. Franz
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

NO FEE PER GOVT CODE 27383

NOTICE OF COMPLETION

Notice is hereby given that the Oxnard School District, a school district in Ventura County, is the owner in fee of the following described real property, to-wit:

Description: **McKinna Elementary School, 1600 N Street, Oxnard, CA 93033, for Construction Services Agreement #17-41, McKinna Elementary School Reconstruction Project:**

That on or about the 21st day of June 2017, the said Oxnard School District of Ventura County entered into a contract with Bernards Bros. Inc. for the work of site improvements located at the school site listed above, that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 13th day of January 2021; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By _____
Secretary of its Board of Trustees

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

Karling Aguilera-Fort, being first duly sworn deposes and says: that he is Secretary and Clerk of the Board of Trustees of the Oxnard School District, a school district of Ventura County, California; that he therefore verifies the forgoing Notice of Completion on behalf of said Oxnard School District; that the Oxnard School District, of Ventura County, California, is owner of the property described in the forgoing notice; that he has read the forgoing notice and knows the contents thereof; that he has personal knowledge of the facts therein stated; that the same are true.

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2021, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: March 17, 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 03.17.2021 \(two pages\)](#)

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

Castaneda, Crystal	Substitute Teacher	2020/2021 School Year
Faanono, Iolani	Substitute Teacher	2020/2021 School Year
Wickenden, Travis	Substitute Teacher	2020/2021 School Year
Williams, Audrey	ISP, Ramona	03/01//2021

Leave of Absence

Evans, Cynthia	Speech Therapist, Sierra Linda	01/11/2021 – 3/31/2021
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New Hire

Longoria Delgado, Maria L	Health Care Technician, Position #2693 Pupil Services 7.0 hrs./183 days	03/08/2021
Merancio, Gina M	Paraeducator I, Position #9156 Curren 3.17 hrs./183 days	03/01/2021
Sansenbach, Kelsey E	Speech Language Pathology Assistant, Position #9683 Special Education 8.0 hrs./183 days	03/01/2021

Limited Term

Farin, Janice M	Clerical (substitute)	12/08/2020
Morales de Hernandez, Claudia	Clerical (substitute)	02/25/2021
Ramirez, Melanie	Clerical (substitute)	02/16/2021
Redmond, Francine	Clerical (substitute)	02/08/2021
Sanchez, Edward M	Custodian (substitute)	02/25/2021

Transfer

Sandoval, Michelle	Administrative Assistant, Position #2884 Technology 8.0 hrs./246 days School Office Manager, Position #989 Brekke 8.0 hrs./210 days	03/08/2021
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In Lieu of Layoff

Trevisan Heidi	Library Media Technician, Position #635 McAuliffe 5.0 hrs./190 days Library Media Technician, Position #635 McAuliffe 5.75 hrs./190 days	12/11/2020
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Recall from Layoff

Godinez, Cristal N	Intermediate School Secretary, Position #6241 Chavez 8.0 hrs./192 days	03/01/2021
Mendoza, Dolores W	Family Liaison, Position #9636 Ed. Services 6.0 hrs./180 days	03/01/2021
Serrano, Yvonee	Office Assistant II, Position #10169 Lopez 3.0 hrs./203 days	03/01/2021

Return from Leave of Absence

Ultreras, Carol	Attendance Accounting Technician, Position #1837 Marshall 8.0 hrs./210 days	02/11/2021
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Resignation

Poole, Tania M	Special Education Data Technician, Position #8591 Special Ed. 8.0 hrs./246 days	02/26/2021
Vergara, Brigitte	Child Nutrition Worker, Position #2175 Ritchen 4.0 hrs./185 days	03/05/2021

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: March 17, 2021

Agenda Section: Section C: Consent Agenda

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

Establish

an eight hour 246 day Secretary position number 10202 to be established in the Educational Services department. This position will be established to provide additional support.

an eight hour 246 day Office Assistant III position number 10183 to be established in the Special Education department. This position will be established to provide additional support.

an eight hour 246 day Custodial Services Manager position number 10186 to be established in the Facilities department. This position will be established to provide additional support.

an eight hour 246 day Maintenance Worker II position number 10184 to be established in the Facilities department. This position will be established to provide additional support.

an eight hour 246 day Maintenance Worker II position number 10185 to be established in the Facilities department. This position will be established to provide additional support.

Abolish

an eight hour 246 day Painter position number 8 to be abolished in the Facilities department. This position will be abolished due to the lack of work.

an eight hour 246 day Carpenter position number 912 to be abolished in the Facilities department. This position will be abolished due to the lack of work.

FISCAL IMPACT:

Cost for Secretary: \$78,046 General funds

Cost for Office Assistant III: \$76,229 Special Ed. funds

Cost for Custodial Services Manager: \$108,322 General funds

Cost for 2 Maintenance Worker II's: \$164,988 General funds

Savings for Painter: \$84,121 General funds

Savings for Carpenter: \$87,566 General funds

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 17, 2021

Agenda Section: Section C: Academic Agreement

Approval of Agreement #20-139 – Cathy Williams (DeGenna/Prater)

Cathy Williams will provide professional development and curriculum, based on the Growth Mindset Framework applied to mathematics. She will train Oxnard School District teachers to deliver a youcubed Math curriculum. This training of teachers goes beyond a summer program and is an investment in teachers. Cathy Williams will support the math camp through mentoring teachers with the curriculum and content they use with students. Students will engage in growth mindset and productive struggle designed to advance students' mathematical understanding. At the end of the summer program Cathy Williams will work with OSD to review teacher, parent, and student data to evaluate the success of the program.

Term of Agreement: March 18, 2021 through August 31, 2021

FISCAL IMPACT:

Not to exceed \$30,000.00 – Title I

RECOMMENDATION:

It is the recommendation of the Manager of Mathematics, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #20-139 with Cathy Williams.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-139, Cathy Williams \(1 Page\)](#)

Stanford

GRADUATE SCHOOL OF EDUCATION

Cathy Williams
PROFESSOR MATHEMATICS EDUCATION

Phone: (650) 723-4076
Fax: (650) 725 7412
Email: cathyw11@stanford.edu

Proposal for Professional Learning Plan with Oxnard School District

Scope of Services:

Cathy Williams will provide professional development and curriculum based on the Growth Mindset Framework applied to mathematics. She will train Oxnard School District (OSD) teachers to deliver a youcubed Math curriculum. This training of teachers goes beyond a summer program and is an investment in teachers. Cathy Williams will support the math camp through mentoring teachers with the curriculum and content they use with students. Students will engage in growth mindset and productive struggle designed to advance students' mathematical understanding. At the end of the summer program Cathy Williams will work with OSD to review teacher, parent and student data to evaluate the success of the program.

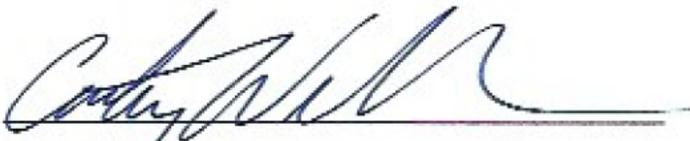
Timeline: March 18, 2021 through August 31, 2021

Compensation:

Cathy Williams will be compensated for the following activities:

1. Planning with OSD for alignment (4-6 hrs)
2. Professional Development Delivery (8 hours as four 2 hours workshops)
3. Coaching (6 hours)—mentoring the teachers or check in during program classroom observation
4. Evaluation (10 hours or flat rate)—we think this is great for both organizations and would like the opportunity
5. Travel expenses
6. Per Diem for in person work (\$75 for meals and incidentals)

Hourly rate = \$1,000. As outlined this would be approximately 30 hours to be \$30,000 plus expenses.
All checks payable to Cathy Williams



Cathy Williams
Co-founder & Director, youcubed at Stanford University
Mail checks to:
1225 Vienna Drive, space 936
Sunnyvale, CA 94089

Lisa A. Franz, Director, Purchasing
Oxnard School District

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth Quinto

Date of Meeting: March 17, 2021

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #20-142 – Flewelling & Moody Inc. (Quinto/Miller)

Flewelling & Moody Inc. will provide Architectural, Structural, and Electrical Engineering Services for the Driffill School's new replacement Walk-In Freezer Project. Services will include providing Construction Documents, participating in Bidding/Negotiation, and performing Construction Observation/Administration.

Term of Agreement: March 18, 2021 through December 31, 2021

FISCAL IMPACT:

\$25,000.00 – Williams Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #20-142 with Flewelling & Moody Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-142, Flewelling & Moody Inc. \(5 Pages\)](#)
[Proposal \(6 Pages\)](#)

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 18th day of March 2021 by and between the Oxnard School District hereinafter referred to as "District" and Flewelling & Moody, Inc., hereinafter referred to as "Architect" for the project specific work related to the New Walk-in Freezer at Driffill Elementary School located at 910 South E Street, Oxnard, CA 93030. Architect's project number 2939.

WITNESSETH

WHEREAS, it is the desire of the Governing Board of the District to employ the Architect for the furnishing of special services; and

WHEREAS, the Architect is specially trained, experienced and competent to perform such services;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, the District hereby retains the Architect upon the terms and conditions hereinafter set forth, and the Architect hereby accepts the said retention and agrees to perform the services hereinafter mentioned upon said terms and conditions.

TERMS OF THE AGREEMENT

1. The term of this Agreement shall be specific to the duration of this project and shall be considered concluded upon project closeout and certification of the "project" by the Division of the State Architect.
2. The Architect will furnish to the District the following services: Those architectural services requested by the District including, but not limited to, architectural planning, preparation of reports and estimation of construction costs, architectural & engineering services, interiors, project planning and management.
3. District agrees to pay the Architect for work performed pursuant to this agreement in accordance with Exhibit A attached hereto. Payment is conditioned upon the acceptance of the service and approval of the invoice by the District. Inspection and acceptance of the services shall be performed by the Superintendent.
4. The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement, nor shall this agreement be assignable or transferable by operation of law or otherwise without the prior written consent of the District.
5. The Architect shall have no authority to contract on behalf of the District. It is expressly understood and agreed by both parties hereto that the Architect, while engaged in carrying out and complying with any terms of conditions of this contract, is an independent contractor and not an officer, agent or employee of the District.
6. The Architect shall reimburse for reasonable defense costs, indemnify, and hold harmless the District, the Governing Board of the District, each member of the Board, and their officers, agents and employees against the payment of any and all

costs and expenses as decided by the court including but not limited to attorney's fees and litigation costs, claims, suits and liability caused by any negligent or wrongful acts or omissions of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services of functions to be performed under this Agreement. Reimbursement for reasonable defense costs and attorney fees shall be limited to the percentage of fault as ultimately determined by a court or arbitrator. For example, if there is a claim that results in a determination that the Architect is 20% responsible and it is determined that \$100,000 was spent in reasonable defense costs and attorney fees, then the Architect and/or its insurance carrier shall reimburse Owner in the amount of \$20,000.

7. The Architect shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect the Architect and the District with respect to which the Architect holds the District harmless. Such insurance shall be in the following numbers:

\$1,000,000.00 - Professional Liability

\$1,000,000.00 - General Liability (includes property damage and public liability.)

- (a) The Architect shall provide Workers' Compensation Insurance for all of his employees performing the services provided under this Agreement.
 - (b) The Architect shall not commence work under this Agreement until he has obtained all required insurance and certificates, which have been delivered in duplicate to and approved by the District.
8. The Architect and all his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of services herein listed. All operations and materials shall be in accordance with the law.
9. The District understands and agrees that all construction work requiring DSA approval shall not begin until all required documentation is approved by DSA and submitted in accordance with PR13-01.
10. This Agreement may be terminated by either party upon 30 days' written notice to the other party.
11. Notices desired, or required to be given hereunder by any law now or hereafter in effect, shall be given by enclosing the same in a sealed envelope with postage prepaid in the United States Post Office or any sub-station thereof, or any public letter box; any such notice and the envelope containing same shall be addressed to the party for whom intended as follows or to such other place as may hereafter be designated in writing by the party:

To District: OXNARD SCHOOL DISTRICT
1051 South A Street
Oxnard, CA 93030

To Architect: FLEWELLING & MOODY, INC.
815 Colorado Blvd., Suite 200
Los Angeles, CA 90041

12. This Agreement represents the entire agreement by and between the District and Architect, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Architect.

IN WITNESS WHEREOF, the District and the Architect have hereunto caused this Agreement to be executed the day and year written below.

Oxnard School District

By: _____

Title: Director, Purchasing

Date: _____

Flewelling & Moody, Inc.

By: *Matt Buchanan*

Title: Vice President

Date: 3/18/2021

EXHIBIT "A"

COMPENSATION TO ARCHITECT:

The District agrees to pay the Architect for full performance of Architectural Services contemplated under the terms of this agreement in accordance with the hourly billing rates as stated in the attached rate schedule. Professional services for Architect, Structural and Electrical Engineers shall be billed at time and material, our fees are estimated to be approximately \$25,000.00.

- (1) Services for professional consultants will be billed at multiple of 1.15 times the amount billed to the Architect for such services.
- (2) For the purpose of this Agreement, the principals are:

Scott F. Gaudineer, Matthew C. Buchanan
- (3) Reimbursable expense, not included in the labor expense, will be billed at a multiple of 1.15 times the amount billed to the Architect.

Reimbursable expenses are in addition to the compensation for basic and additional services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the project for the expenses listed in the following subparagraphs:

- (1) Expense of reproductions, postage and handling of drawings, specifications and other documents, including reproductions for office use of the Architect and Architect's consultants.
- (2) Expense of data processing photographic production techniques when used in connection with additional services.
- (3) If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.
- (4) Expense of renderings, model and mock-ups requested by the Owner.
- (5) Expense of any additional insurance coverage or limits, including professional liability insurance requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

FLEWELLING & MOODY, INC.
SCHEDULE OF BILLING RATES – 2020

Principal	\$250.00
Project Manager	\$190.00
Senior Design Architect	\$175.00
Architect II	\$150.00
Architect I	\$125.00
Senior CA Field Representative	\$175.00
CA Field Representative II	\$150.00
CA Field Representative I	\$125.00
Senior Designer	\$150.00
Designer II	\$125.00
Designer I	\$110.00
CADD III	\$110.00
CADD II	\$95.00
CADD I	\$75.00
Senior Tech Assistant	\$105.00
Tech Assistant II	\$90.00
Tech Assistant I	\$80.00
Accountant	\$160.00
Accounting I	\$125.00
Accounting Clerk	\$75.00
Secretary III	\$90.00
Secretary II	\$75.00
Secretary I	\$50.00

Note: The fee schedule stated above shall be updated at the beginning of each calendar year to reflect the Firm's most current billing rates for the calendar year in which work is performed under this Agreement.

SERVICES AND EXPENSES:

THE FOLLOWING SERVICES AND EXPENSES WILL BE BILLED ON A TIME AND EXPENSE BASIS. ALL ASSOCIATED SERVICE LABOR WILL BE BILLED AT BILLING RATES STATED ABOVE AND ALL MATERIALS AND EXPENSES WILL BE BILLED AT COST PLUS 15%:

- Governmental fees
- Reproductions
- Plotting (required deliverables)
- Scanning
- Travel (in excess of 100 miles)
- Photocopying
- Shipping
- Subsistence
- Sub-Consultants



Proposal for:

New Walk-in Freezer at Driffill Elementary School

Located at 910 South E Street, Oxnard, CA 93030

Submitted to:

Dana Miller
Director of Facilities
OXNARD SCHOOL DISTRICT

February 26, 2021
F&M Job No. 2939

TABLE OF CONTENTS

I. Project Description..... Page 3

II. Scope of Services..... Page 3

III. Exclusions..... Page 4

IV. Fees..... Page 5

V. Exhibit "A" Page 6

I. Project Description

Provide construction documents for the placement of the new walk-in freezer.

II. Scope of Services

Basic Services: Architectural, Structural and Electrical engineering services for Construction Documents, Bidding/Negotiation and Construction Observation/Administration phases.

1. Pre-design field investigation and observation.
2. Prepare construction documents ready for bid.
3. Coordinate with consultants as required for project coordination.
4. Provide bid package for single prime contractor/general contractor for placement of the new walk-in cooler.
5. Attend one (1) pre-bid job walk.
6. Prepare bid clarifications as required by contractor questions, during the bid period.
7. Attend one (1) bid opening.
8. Issue contracts to successful bidder once board approved.
9. Attend one (1) pre-construction meeting.
10. Assist the District with construction issues that arise during construction.
11. Review and approved shop drawings, RFIs and changes to the approved construction documents.
12. Attend site construction meetings as requested by the District.
13. Conduct final job walk/punch list.

III. Exclusions

The following items are excluded from the basic services and are not included in the fees proposed for this project. Any of the following items may be added to the scope of work on a time and material basis per our miscellaneous service agreement:

1. Plan check fees.
2. Permit and inspection fees.
3. Specialty design requiring special consultants, such as acoustics, environmental, air quality, specialty lighting design, etc.
4. Site and parking lot hardscape improvements.
5. Landscaping and irrigation.
6. Hazardous materials assessment and abatement shall be the responsibility of the Owner.
7. Reproduction of documents (i.e. sepias, blueprints, document reproduction, etc).
8. Selective demolition as may be required for field verification of existing structure and systems.
9. Lifts or other equipment as may be required to field verify existing structure and systems.
10. Verification of site utility infrastructure and depths outside of subject building.
11. Assisting the District with review of pre-bid qualification package.
12. Material sampling and testing.
13. Septic system upgrades.
14. Fire water upgrades (hydrants, BFDs, etc).
15. Geotechnical and Geohazards Reports.
16. Commissioning of mechanical and electrical equipment.
17. Site lighting.
18. Fire alarm upgrades.

IV. Fees

Based on the anticipated scope of work for this project:

1. Our fee will be based on time and material based our billing rates attached. Professional services for Architectural services shall be estimated at approximately \$ 25,000.00

Should you have any questions regarding this proposal, please contact our office at your earliest convenience. If you find this proposal acceptable, please authorize by signing below and emailing a signed copy to our Lancaster office.

Sincerely,



Steve Colombero

Approved by: _____ Date: _____

EXHIBIT "A"
SCHEDULE OF BILLING RATES – 2020

Principal	\$250.00
Project Manager	\$190.00
Senior Design Architect	\$175.00
Architect II	\$150.00
Architect I	\$125.00
Senior CA Field Representative	\$175.00
CA Field Representative II	\$150.00
CA Field Representative I	\$125.00
Senior Designer	\$150.00
Designer II	\$125.00
Designer I	\$110.00
CADD III	\$110.00
CADD II	\$95.00
CADD I	\$75.00
Senior Tech Assistant	\$105.00
Tech Assistant II	\$90.00
Tech Assistant I	\$80.00
Accountant	\$160.00
Accounting I	\$125.00
Accounting Clerk	\$75.00
Secretary III	\$90.00
Secretary II	\$75.00
Secretary I	\$50.00

Note: The fee schedule stated above shall be updated at the beginning of each calendar year to reflect the Firm's most current billing rates for the calendar year in which work is performed under this Agreement.

SERVICES AND EXPENSES:

THE FOLLOWING SERVICES AND EXPENSES WILL BE BILLED ON A TIME AND EXPENSE BASIS. ALL ASSOCIATED SERVICE LABOR WILL BE BILLED AT BILLING RATES STATED ABOVE AND ALL MATERIALS AND EXPENSES WILL BE BILLED AT COST PLUS 15%:

- Governmental fees
- Reproductions
- Plotting (required deliverables)
- Scanning
- Travel (in excess of 100 miles)
- Photocopying
- Shipping
- Subsistence
- Sub-Consultants

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth Quinto

Date of Meeting: March 17, 2021

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #20-143 – Flewelling & Moody Inc. (Quinto/Miller)

Flewelling & Moody Inc. will provide Architectural, Structural, and Electrical Engineering Services for the Curren School New Walk-In Freezer Project. Services will include providing Construction Documents, participating in Bidding/Negotiation, and performing Construction Observation/Administration.

Term of Agreement: March 18, 2021 through December 31, 2021

FISCAL IMPACT:

\$25,000.00 – Williams Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #20-143 with Flewelling & Moody Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-143, Flewelling & Moody Inc. \(5 Pages\)](#)
[Proposal \(6 Pages\)](#)

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 18th day of March 2021 by and between the Oxnard School District hereinafter referred to as "District" and Flewelling & Moody, Inc., hereinafter referred to as "Architect" for the project specific work related to the New Walk-in Cooler and Freezer Combination at Bernice Curren Elementary School located at 1101 North F Street, Oxnard, CA 93030. Architect's project number 2942.

WITNESSETH

WHEREAS, it is the desire of the Governing Board of the District to employ the Architect for the furnishing of special services; and

WHEREAS, the Architect is specially trained, experienced and competent to perform such services;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, the District hereby retains the Architect upon the terms and conditions hereinafter set forth, and the Architect hereby accepts the said retention and agrees to perform the services hereinafter mentioned upon said terms and conditions.

TERMS OF THE AGREEMENT

1. The term of this Agreement shall be specific to the duration of this project and shall be considered concluded upon project closeout and certification of the "project" by the Division of the State Architect.
2. The Architect will furnish to the District the following services: Those architectural services requested by the District including, but not limited to, architectural planning, preparation of reports and estimation of construction costs, architectural & engineering services, interiors, project planning and management.
3. District agrees to pay the Architect for work performed pursuant to this agreement in accordance with Exhibit A attached hereto. Payment is conditioned upon the acceptance of the service and approval of the invoice by the District. Inspection and acceptance of the services shall be performed by the Superintendent.
4. The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement, nor shall this agreement be assignable or transferable by operation of law or otherwise without the prior written consent of the District.
5. The Architect shall have no authority to contract on behalf of the District. It is expressly understood and agreed by both parties hereto that the Architect, while engaged in carrying out and complying with any terms of conditions of this contract, is an independent contractor and not an officer, agent or employee of the District.
6. The Architect shall reimburse for reasonable defense costs, indemnify, and hold harmless the District, the Governing Board of the District, each member of the Board, and their officers, agents and employees against the payment of any and all

costs and expenses as decided by the court including but not limited to attorney's fees and litigation costs, claims, suits and liability caused by any negligent or wrongful acts or omissions of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services of functions to be performed under this Agreement. Reimbursement for reasonable defense costs and attorney fees shall be limited to the percentage of fault as ultimately determined by a court or arbitrator. For example, if there is a claim that results in a determination that the Architect is 20% responsible and it is determined that \$100,000 was spent in reasonable defense costs and attorney fees, then the Architect and/or its insurance carrier shall reimburse Owner in the amount of \$20,000.

7. The Architect shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect the Architect and the District with respect to which the Architect holds the District harmless. Such insurance shall be in the following numbers:

\$1,000,000.00 - Professional Liability

\$1,000,000.00 - General Liability (includes property damage and public liability.)

- (a) The Architect shall provide Workers' Compensation Insurance for all of his employees performing the services provided under this Agreement.
 - (b) The Architect shall not commence work under this Agreement until he has obtained all required insurance and certificates, which have been delivered in duplicate to and approved by the District.
8. The Architect and all his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of services herein listed. All operations and materials shall be in accordance with the law.
9. The District understands and agrees that all construction work requiring DSA approval shall not begin until all required documentation is approved by DSA and submitted in accordance with PR13-01.
10. This Agreement may be terminated by either party upon 30 days' written notice to the other party.
11. Notices desired, or required to be given hereunder by any law now or hereafter in effect, shall be given by enclosing the same in a sealed envelope with postage prepaid in the United States Post Office or any sub-station thereof, or any public letter box; any such notice and the envelope containing same shall be addressed to the party for whom intended as follows or to such other place as may hereafter be designated in writing by the party:

To District: OXNARD SCHOOL DISTRICT
1051 South A Street
Oxnard, CA 93030

To Architect: FLEWELLING & MOODY, INC.
815 Colorado Blvd., Suite 200
Los Angeles, CA 90041

12. This Agreement represents the entire agreement by and between the District and Architect, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Architect.

IN WITNESS WHEREOF, the District and the Architect have hereunto caused this Agreement to be executed the day and year written below.

Oxnard School District

Flewelling & Moody, Inc.

By: _____

By: Matt Buchanan

Title: Director, Purchasing

Title: Vice President

Date: _____

Date: 3/18/2021

EXHIBIT "A"

COMPENSATION TO ARCHITECT:

The District agrees to pay the Architect for full performance of Architectural Services contemplated under the terms of this agreement in accordance with the hourly billing rates as stated in the attached rate schedule. Professional services for Architect and Structural Engineers shall be billed at time and material, our fees are estimated to be approximately \$25,000.00.

- (1) Services for professional consultants will be billed at multiple of 1.15 times the amount billed to the Architect for such services.
- (2) For the purpose of this Agreement, the principals are:

Scott F. Gaudineer, Matthew C. Buchanan
- (3) Reimbursable expense, not included in the labor expense, will be billed at a multiple of 1.15 times the amount billed to the Architect.

Reimbursable expenses are in addition to the compensation for basic and additional services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the project for the expenses listed in the following subparagraphs:

- (1) Expense of reproductions, postage and handling of drawings, specifications and other documents, including reproductions for office use of the Architect and Architect's consultants.
- (2) Expense of data processing photographic production techniques when used in connection with additional services.
- (3) If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.
- (4) Expense of renderings, model and mock-ups requested by the Owner.
- (5) Expense of any additional insurance coverage or limits, including professional liability insurance requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

FLEWELLING & MOODY, INC.
SCHEDULE OF BILLING RATES – 2020

Principal	\$250.00
Project Manager	\$190.00
Senior Design Architect	\$175.00
Architect II	\$150.00
Architect I	\$125.00
Senior CA Field Representative	\$175.00
CA Field Representative II	\$150.00
CA Field Representative I	\$125.00
Senior Designer	\$150.00
Designer II	\$125.00
Designer I	\$110.00
CADD III	\$110.00
CADD II	\$95.00
CADD I	\$75.00
Senior Tech Assistant	\$105.00
Tech Assistant II	\$90.00
Tech Assistant I	\$80.00
Accountant	\$160.00
Accounting I	\$125.00
Accounting Clerk	\$75.00
Secretary III	\$90.00
Secretary II	\$75.00
Secretary I	\$50.00

Note: The fee schedule stated above shall be updated at the beginning of each calendar year to reflect the Firm's most current billing rates for the calendar year in which work is performed under this Agreement.

SERVICES AND EXPENSES:

THE FOLLOWING SERVICES AND EXPENSES WILL BE BILLED ON A TIME AND EXPENSE BASIS. ALL ASSOCIATED SERVICE LABOR WILL BE BILLED AT BILLING RATES STATED ABOVE AND ALL MATERIALS AND EXPENSES WILL BE BILLED AT COST PLUS 15%:

- Governmental fees
- Reproductions
- Plotting (required deliverables)
- Scanning
- Travel (in excess of 100 miles)
- Photocopying
- Shipping
- Subsistence
- Sub-Consultants



Proposal for:

New Walk-in Cooler and Freezer Combination at Bernice Curren Elementary School

Located at 1101 North F Street, Oxnard, CA 93030

Submitted to:

Dana Miller
Director of Facilities
OXNARD SCHOOL DISTRICT

February 26, 2021
F&M Job No. 2942

TABLE OF CONTENTS

- I. Project Description..... Page 3**
- II. Scope of Services..... Page 3**
- III. Exclusions..... Page 4**
- IV. Fees..... Page 5**
- V. Exhibit "A" Page 6**

I. Project Description

Provide construction documents for the placement of the new walk-in cooler and freezer combination.

II. Scope of Services

Basic Services: Architectural, Structural and Electrical engineering services for Construction Documents, Bidding/Negotiation and Construction Observation/Administration phases.

1. Pre-design field investigation and observation.
2. Prepare construction documents ready for bid.
3. Coordinate with consultants as required for project coordination.
4. Provide bid package for single prime contractor/general contractor for placement of the new walk-in cooler.
5. Attend one (1) pre-bid job walk.
6. Prepare bid clarifications as required by contractor questions, during the bid period.
7. Attend one (1) bid opening.
8. Issue contracts to successful bidder once board approved.
9. Attend one (1) pre-construction meeting.
10. Assist the District with construction issues that arise during construction.
11. Review and approved shop drawings, RFIs and changes to the approved construction documents.
12. Attend site construction meetings as requested by the District.
13. Conduct final job walk/punch list.

III. Exclusions

The following items are excluded from the basic services and are not included in the fees proposed for this project. Any of the following items may be added to the scope of work on a time and material basis per our miscellaneous service agreement:

1. Plan check fees.
2. Permit and inspection fees.
3. Specialty design requiring special consultants, such as acoustics, environmental, air quality, specialty lighting design, etc.
4. Site and parking lot hardscape improvements.
5. Landscaping and irrigation.
6. Hazardous materials assessment and abatement shall be the responsibility of the Owner.
7. Reproduction of documents (i.e. sepias, blueprints, document reproduction, etc).
8. Selective demolition as may be required for field verification of existing structure and systems.
9. Lifts or other equipment as may be required to field verify existing structure and systems.
10. Verification of site utility infrastructure and depths outside of subject building.
11. Assisting the District with review of pre-bid qualification package.
12. Material sampling and testing.
13. Septic system upgrades.
14. Fire water upgrades (hydrants, BFDs, etc).
15. Geotechnical and Geohazards Reports.
16. Commissioning of mechanical and electrical equipment.
17. Site lighting.
18. Fire alarm upgrades.

IV. Fees

Based on the anticipated scope of work for this project:

1. Our fee will be based on time and material based our billing rates attached. Professional services for Architectural services shall be estimated at approximately \$25,000.00

Should you have any questions regarding this proposal, please contact our office at your earliest convenience. If you find this proposal acceptable, please authorize by signing below and emailing a signed copy to our Lancaster office.

Sincerely



Steve Colombero

Approved by: _____ Date: _____

EXHIBIT "A"
SCHEDULE OF BILLING RATES – 2020

Principal	\$250.00
Project Manager	\$190.00
Senior Design Architect	\$175.00
Architect II	\$150.00
Architect I	\$125.00
Senior CA Field Representative	\$175.00
CA Field Representative II	\$150.00
CA Field Representative I	\$125.00
Senior Designer	\$150.00
Designer II	\$125.00
Designer I	\$110.00
CADD III	\$110.00
CADD II	\$95.00
CADD I	\$75.00
Senior Tech Assistant	\$105.00
Tech Assistant II	\$90.00
Tech Assistant I	\$80.00
Accountant	\$160.00
Accounting I	\$125.00
Accounting Clerk	\$75.00
Secretary III	\$90.00
Secretary II	\$75.00
Secretary I	\$50.00

Note: The fee schedule stated above shall be updated at the beginning of each calendar year to reflect the Firm's most current billing rates for the calendar year in which work is performed under this Agreement.

SERVICES AND EXPENSES:

THE FOLLOWING SERVICES AND EXPENSES WILL BE BILLED ON A TIME AND EXPENSE BASIS. ALL ASSOCIATED SERVICE LABOR WILL BE BILLED AT BILLING RATES STATED ABOVE AND ALL MATERIALS AND EXPENSES WILL BE BILLED AT COST PLUS 15%:

Governmental fees
Reproductions
Plotting (required deliverables)
Scanning
Travel (in excess of 100 miles)
Photocopying
Shipping
Subsistence
Sub-Consultants

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth Quinto

Date of Meeting: March 17, 2021

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #20-144 – Flewelling & Moody Inc. (Quinto/Miller)

Flewelling & Moody Inc. will provide Architectural and Electrical Engineering Services for the Facilities Electrical Service Replacement Project. Services will include providing Construction Documents, participating in Bidding/Negotiation, and performing Construction Observation/Administration.

Term of Agreement: March 18, 2021 through December 31, 2021

FISCAL IMPACT:

\$25,000.00 – Williams Fund

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #20-144 with Flewelling & Moody Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-144, Flewelling & Moody Inc. \(5 Pages\)](#)
[Proposal \(6 Pages\)](#)

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 18th day of March 2021 by and between the Oxnard School District hereinafter referred to as "District" and Flewelling & Moody, Inc., hereinafter referred to as "Architect" for the project specific work related to Electrical Services Replacement at Oxnard School District Facilities Office located at 1051 South A Street, Oxnard, CA 93030. Architect's project number 2943.

WITNESSETH

WHEREAS, it is the desire of the Governing Board of the District to employ the Architect for the furnishing of special services; and

WHEREAS, the Architect is specially trained, experienced and competent to perform such services;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, the District hereby retains the Architect upon the terms and conditions hereinafter set forth, and the Architect hereby accepts the said retention and agrees to perform the services hereinafter mentioned upon said terms and conditions.

TERMS OF THE AGREEMENT

1. The term of this Agreement shall be specific to the duration of this project and shall be considered concluded upon project closeout and certification of the "project" by the Division of the State Architect.
2. The Architect will furnish to the District the following services: Those architectural services requested by the District including, but not limited to, architectural planning, preparation of reports and estimation of construction costs, architectural & engineering services, interiors, project planning and management.
3. District agrees to pay the Architect for work performed pursuant to this agreement in accordance with Exhibit A attached hereto. Payment is conditioned upon the acceptance of the service and approval of the invoice by the District. Inspection and acceptance of the services shall be performed by the Superintendent.
4. The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement, nor shall this agreement be assignable or transferable by operation of law or otherwise without the prior written consent of the District.
5. The Architect shall have no authority to contract on behalf of the District. It is expressly understood and agreed by both parties hereto that the Architect, while engaged in carrying out and complying with any terms of conditions of this contract, is an independent contractor and not an officer, agent or employee of the District.
6. The Architect shall reimburse for reasonable defense costs, indemnify, and hold harmless the District, the Governing Board of the District, each member of the Board, and their officers, agents and employees against the payment of any and all

costs and expenses as decided by the court including but not limited to attorney's fees and litigation costs, claims, suits and liability caused by any negligent or wrongful acts or omissions of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services of functions to be performed under this Agreement. Reimbursement for reasonable defense costs and attorney fees shall be limited to the percentage of fault as ultimately determined by a court or arbitrator. For example, if there is a claim that results in a determination that the Architect is 20% responsible and it is determined that \$100,000 was spent in reasonable defense costs and attorney fees, then the Architect and/or its insurance carrier shall reimburse Owner in the amount of \$20,000.

7. The Architect shall take out and maintain during the life of this Agreement such public liability and property damage insurance as shall protect the Architect and the District with respect to which the Architect holds the District harmless. Such insurance shall be in the following numbers:

\$1,000,000.00 - Professional Liability

\$1,000,000.00 - General Liability (includes property damage and public liability.)

- (a) The Architect shall provide Workers' Compensation Insurance for all of his employees performing the services provided under this Agreement.
 - (b) The Architect shall not commence work under this Agreement until he has obtained all required insurance and certificates, which have been delivered in duplicate to and approved by the District.
8. The Architect and all his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of services herein listed. All operations and materials shall be in accordance with the law.
9. The District understands and agrees that all construction work requiring DSA approval shall not begin until all required documentation is approved by DSA and submitted in accordance with PR13-01.
10. This Agreement may be terminated by either party upon 30 days' written notice to the other party.
11. Notices desired, or required to be given hereunder by any law now or hereafter in effect, shall be given by enclosing the same in a sealed envelope with postage prepaid in the United States Post Office or any sub-station thereof, or any public letter box; any such notice and the envelope containing same shall be addressed to the party for whom intended as follows or to such other place as may hereafter be designated in writing by the party:

To District: OXNARD SCHOOL DISTRICT
1051 South A Street
Oxnard, CA 93030

To Architect: FLEWELLING & MOODY, INC.
815 Colorado Blvd., Suite 200
Los Angeles, CA 90041

12. This Agreement represents the entire agreement by and between the District and Architect, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the District and the Architect.

IN WITNESS WHEREOF, the District and the Architect have hereunto caused this Agreement to be executed the day and year written below.

Oxnard School District

Flewelling & Moody, Inc.

By: _____

By: Matt Buchanan

Title: Director, Purchasing

Title: Vice President

Date: _____

Date: 3/18/2021

EXHIBIT "A"

COMPENSATION TO ARCHITECT:

The District agrees to pay the Architect for full performance of Architectural Services contemplated under the terms of this agreement in accordance with the hourly billing rates as stated in the attached rate schedule. Professional services for Architect and Electrical Engineers shall be billed at time and material, our fees are estimated to be approximately \$25,000.00.

- (1) Services for professional consultants will be billed at multiple of 1.15 times the amount billed to the Architect for such services.
- (2) For the purpose of this Agreement, the principals are:

Scott F. Gaudineer, Matthew C. Buchanan
- (3) Reimbursable expense, not included in the labor expense, will be billed at a multiple of 1.15 times the amount billed to the Architect.

Reimbursable expenses are in addition to the compensation for basic and additional services and include actual expenditures made by the Architect and the Architect's employees and consultants in the interest of the project for the expenses listed in the following subparagraphs:

- (1) Expense of reproductions, postage and handling of drawings, specifications and other documents, including reproductions for office use of the Architect and Architect's consultants.
- (2) Expense of data processing photographic production techniques when used in connection with additional services.
- (3) If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates.
- (4) Expense of renderings, model and mock-ups requested by the Owner.
- (5) Expense of any additional insurance coverage or limits, including professional liability insurance requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.

FLEWELLING & MOODY, INC.
SCHEDULE OF BILLING RATES – 2020

Principal	\$250.00
Project Manager	\$190.00
Senior Design Architect	\$175.00
Architect II	\$150.00
Architect I	\$125.00
Senior CA Field Representative	\$175.00
CA Field Representative II	\$150.00
CA Field Representative I	\$125.00
Senior Designer	\$150.00
Designer II	\$125.00
Designer I	\$110.00
CADD III	\$110.00
CADD II	\$95.00
CADD I	\$75.00
Senior Tech Assistant	\$105.00
Tech Assistant II	\$90.00
Tech Assistant I	\$80.00
Accountant	\$160.00
Accounting I	\$125.00
Accounting Clerk	\$75.00
Secretary III	\$90.00
Secretary II	\$75.00
Secretary I	\$50.00

Note: The fee schedule stated above shall be updated at the beginning of each calendar year to reflect the Firm's most current billing rates for the calendar year in which work is performed under this Agreement.

SERVICES AND EXPENSES:

THE FOLLOWING SERVICES AND EXPENSES WILL BE BILLED ON A TIME AND EXPENSE BASIS. ALL ASSOCIATED SERVICE LABOR WILL BE BILLED AT BILLING RATES STATED ABOVE AND ALL MATERIALS AND EXPENSES WILL BE BILLED AT COST PLUS 15%:

- Governmental fees
- Reproductions
- Plotting (required deliverables)
- Scanning
- Travel (in excess of 100 miles)
- Photocopying
- Shipping
- Subsistence
- Sub-Consultants



Proposal for:

Electrical Services Replacement at Oxnard School District Facilities Office

Located at 1051 South A Street, Oxnard, CA 93030

Submitted to:

Dana Miller
Director of Facilities
OXNARD SCHOOL DISTRICT

February 18, 2021
F&M Job No. 2943

TABLE OF CONTENTS

I.	Project Description.....	Page 3
II.	Scope of Services.....	Page 3
III.	Exclusions.....	Page 4
IV.	Fees.....	Page 5
V.	Exhibit "A".....	Page 6

I. Project Description

Replace existing 240V 3 phase services and 120/240-volt single phase service, with new 400 AMP 120/240-volt 3 phase, 4 wire service.

II. Scope of Services

Basic Services: Architectural, and Electrical Engineering services for Construction Documents, Bidding/Negotiation and Construction Observation/Administration phases.

1. Pre-design field investigation and observation.
2. Prepare construction documents ready for bid.
3. Coordinate with consultants as required for project coordination.
4. Provide bid package for single prime contractor/general contractor for placement of the new walk-in cooler.
5. Attend pre-bid job walk.
6. Prepare bid clarifications as required by contractor questions, during the bid period.
7. Attend bid opening.
8. Issue contracts to successful bidder once board approved.
9. Attend pre-construction meeting.
10. Assist the District with construction issues that arise during construction.
11. Review and approved shop drawings, RFIs and changes to the approved construction documents.
12. Attend site construction meetings as requested by the District.
13. Conduct final job walk/punch list.

III. Exclusions

The following items are excluded from the basic services and are not included in the fees proposed for this project. Any of the following items may be added to the scope of work on a time and material basis per our miscellaneous service agreement:

1. Plan check fees.
2. Permit and inspection fees.
3. Specialty design requiring special consultants, such as acoustics, environmental, air quality, specialty lighting design, etc.
4. Site and parking lot hardscape improvements.
5. Landscaping and irrigation.
6. Hazardous materials assessment and abatement shall be the responsibility of the Owner.
7. Reproduction of documents (i.e. sepias, blueprints, document reproduction, etc).
8. Selective demolition as may be required for field verification of existing structure and systems.
9. Lifts or other equipment as may be required to field verify existing structure and systems.
10. Verification of site utility infrastructure and depths outside of subject building.
11. Assisting the District with review of pre-bid qualification package.
12. Material sampling and testing.
13. Septic system upgrades.
14. Fire water upgrades (hydrants, BFDs, etc).
15. Geotechnical and Geohazards Reports.
16. Commissioning of mechanical and electrical equipment.
17. Site lighting.
18. Fire alarm upgrades.

IV. Fees

Based on the anticipated scope of work for this project:

1. Our fee will be based on time and material based our billing rates (see attached). Professional services for Architectural services shall be estimated at approximately \$ 25,000.00

Should you have any questions regarding this proposal, please contact our office at your earliest convenience. If you find this proposal acceptable, please authorize by signing below and emailing a signed copy to our Lancaster office.

Sincerely,



Steve Colombero

Approved by: _____ Date: _____

EXHIBIT "A"
SCHEDULE OF BILLING RATES – 2020

Principal	\$250.00
Project Manager	\$190.00
Senior Design Architect	\$175.00
Architect II	\$150.00
Architect I	\$125.00
Senior CA Field Representative	\$175.00
CA Field Representative II	\$150.00
CA Field Representative I	\$125.00
Senior Designer	\$150.00
Designer II	\$125.00
Designer I	\$110.00
CADD III	\$110.00
CADD II	\$95.00
CADD I	\$75.00
Senior Tech Assistant	\$105.00
Tech Assistant II	\$90.00
Tech Assistant I	\$80.00
Accountant	\$160.00
Accounting I	\$125.00
Accounting Clerk	\$75.00
Secretary III	\$90.00
Secretary II	\$75.00
Secretary I	\$50.00

Note: The fee schedule stated above shall be updated at the beginning of each calendar year to reflect the Firm's most current billing rates for the calendar year in which work is performed under this Agreement.

SERVICES AND EXPENSES:

THE FOLLOWING SERVICES AND EXPENSES WILL BE BILLED ON A TIME AND EXPENSE BASIS. ALL ASSOCIATED SERVICE LABOR WILL BE BILLED AT BILLING RATES STATED ABOVE AND ALL MATERIALS AND EXPENSES WILL BE BILLED AT COST PLUS 15%:

Governmental fees
Reproductions
Plotting (required deliverables)
Scanning
Travel (in excess of 100 miles)
Photocopying
Shipping
Subsistence
Sub-Consultants

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth Quinto

Date of Meeting: March 17, 2021

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #20-145, Pavement Engineering Inc. (Quinto/Miller)

Pavement Engineering Inc. (PEI) will provide Engineering Design and Support, Inspection, and Contract Administration Services for the 2021 Asphalt Project at Frank, Lopez, and McAuliffe campuses.

Term of Agreement: March 18, 2021 through December 31, 2021

FISCAL IMPACT:

\$91,230.00 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #20-145 with Pavement Engineering Inc. in the amount not to exceed \$91,230.00.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-145, Pavement Engineering Inc. \(13 Pages\)](#)
[Proposal \(4 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #20-145

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 18th day of March 2021 by and between the Oxnard School District (“District”) and Pavement Engineering Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

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

OPERATIVE PROVISIONS

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

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **March 18, 2021 through December 31, 2021** (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 Ninety-One Thousand Two Hundred Thirty Dollars (\$91,230.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ (Initials)

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

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules 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. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

- d. 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: Dana Miller
Phone: (805) 385.1514
Fax: (805) 486.5848

To Consultant: Pavement Engineering Inc.
3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401
Attention: Sam Ho
Phone: (805) 781.2265
Fax: (805) 781.2267

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.** DANA MILLER shall be in charge of administering this Agreement on behalf of the District. The Administrator 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. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

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:

PAVEMENT ENGINEERING INC.:

Signature

Signature

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

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #20-145

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #20-145

SERVICES

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

PER ATTACHED PROPOSAL NO. MP21-103, DATED 3/18/2021

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

PER ATTACHED PROPOSAL NO. MP21-103, DATED 3/18/2021

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #20-145

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #20-145

COMPENSATION

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

Total Compensation Not to Exceed \$91,230.00

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

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

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly 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 \$91,230.00 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #20-145

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #20-145

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000~~
~~_____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

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

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

Not Project Related

Project #20-145

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 #20-145

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #20-145

CONFLICT OF INTEREST CHECK

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

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

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

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

August 5, 2020

MP20-395

Mr. Michael Palyok
Facilities Project & Sustainability/Energy Manager
Oxnard School District
1051 S A Street
Oxnard, CA 93030

Subject: Proposal for Engineering Services – Update Oxnard School District's Pavement Management Plan

Dear Mike:

Pavement Engineering Inc. (PEI) is pleased to submit our proposal for engineering services for the subject project. Oxnard SD maintains 24 sites (21 Elementary/Intermediate Schools, an Educational Service Center, an Operations Service Center and a Warehouse / Transportation Area). This proposal outlines our scope of work and fees to update their existing pavement management plan.

PEI will use expertise developed over years of involvement with pavement rehabilitation/maintenance planning and projects to assess the District's pavement management plan.

We are confident we can provide services that will make your job easier while providing strategies for repairing, maintaining and preserving your pavement assets at a consistent serviceable and safe level. The scope of work and our fees for the requested assistance are outlined below.

PROPOSED SCOPE OF WORK

Our scope of work includes updating the District's Pavement Assessment Plan, originally prepared in 2006. The asphalt concrete pavements at each of Oxnard SD's sites will be visually evaluated by one of PEI's trained personnel. The evaluation will confirm any work recently performed and identify or confirm the next maintenance or rehabilitation treatment along with the treatment's timing. In addition, PEI will establish a priority ranking to assist the District with planning and selecting future projects.

The District's existing plan shows that each site has been sub-divided into areas according to use, location or size. Each area will receive a separate assessment. This approach allows the District to refine their pavement management approach. Portland Cement Concrete (PCC) areas and a drainage assessment are not included in this review.

Michael Palyok
August 5, 2020
MP20-395
Page 2

Our work will be summarized into a report containing maps and a spreadsheet showing each pavement area and the next treatment and associated cost. PEI will use the square footages for each area identified in the existing plan, if possible, to calculate a cost.

PROJECT SCHEDULE

It is anticipated that our report will be delivered to the District approximately six to eight weeks following a notice to proceed. The specific project delivery dates will be determined during the project kick-off meeting. PEI will work closely with the District to meet the project needs.

PROJECT COST

PEI's fee for the work outlined is \$14,800 (based on 24 sites). We used Google Earth to review each site and compared it to our site documents from our last assessment performed in 2006. Based on that review, our fee breaks down as follows: 9 sites with no apparent site changes (\$425 per site), 11 sites with minor site changes (\$625 per site), 3 sites with major changes (\$950 per site) and 1 new site (\$1,250 per site).

The total cost assumes that PEI will assess all sites as part of this project. All fees and costs associated with this project are subject to final negotiation with Oxnard School District. The enclosed proposal conditions apply.

Our commitment to Oxnard School District is to provide high quality services with honesty, trust and professionalism. As our slogan says, "You can ride on our reputation." Please don't hesitate to contact me at 805-781-2265 with any questions you may have.

Very truly yours,
PAVEMENT ENGINEERING INC.



Joseph L. Ririe, P.E.
Senior Principal Engineer

Enclosures: Proposal Conditions
 School Sites

pc: C File / M File / MP File R/P/S

OXNARD SCHOOL DISTRICT SITES	
School Site	Address
Brekke K-5	1400 Martin Luther King Jr. Drive
Chavez K-8	301 North Marquita Street
Curren K-8	1101 North F Street
Driffill K-8	910 South E Street
Elm K-5	450 East Elm Street
Frank Academy 6-8	701 North Juanita Avenue
Fremont 6-8	1130 North M Street
Harrington K-5	451 E. Olive Street
Juan Lagunas Soria K-8	3101 Dunkirk Drive
Lopez Academy of Arts 6-8	647 West Hill Street
Kamala K-8	634 West Kamala Street
Lemonwood K-8	2001 San Mateo Place
Marina West K-5	2501 Carob Street
McAuliffe K-5	3300 West Via Marina Avenue
McKinna K-5	1611 South J Street
Ramona K-5	804 Cooper Road
Ritchen K-5	2200 Cabrillo Way
Rose Avenue K-5	220 South Driskill Street
San Miguel Pre-school	2400 South J Street
Sierra Linda K-5	2201 Jasmine Avenue
Thurgood Marshall K-8	2900 Thurgood Marshall Drive
Educational Service Center	1051 South A Street
Operations Service Center	1051 South A Street
Warehouse /Transportation	516 West Wooley Road /514 West Wooley Road

PROPOSAL CONDITIONS

1. Proposal is valid for thirty days from the date of the proposal.
2. All work shall be performed utilizing common methods and practices of the civil engineering profession. Reports and construction documents will be signed by a registered civil engineer.
3. Fees for Engineering and Technical Services on a Time and Materials Basis will be charged at the applicable hourly rates of the current PEI Fee Schedule.
4. The proposal is based upon providing liability insurance with limits up to \$1,000,000.
5. One copy of the Assessment Final Report will be provided to the Owner. Additional copies are \$250 each.
6. Payment: Invoices will be submitted at the completion of the work for Engineering Reports. Inspection fees will be invoiced on a monthly basis. All invoices are due upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Victor Torres

Date of Meeting: March 17, 2021

Agenda Section: Section C: Consent Agenda

Approval of Agreement #20-155, Memorandum of Understanding (MOU) between the Oxnard Educators Association (OEA) and the Oxnard School District (District) re: COVID-19 Pandemic and Return to School 2020-2021 and Addendum 1: Reopening (Torres)

The Oxnard School District and the Oxnard Educators Association have come to an agreement on the effects of the COVID-19 pandemic and the return to school for the 2020-2021 school year. Both parties have agreed to address said effects through this Memorandum of Understanding and its first Addendum.

FISCAL IMPACT:

The fiscal impact of a 2% off schedule one-time stipend for full-time OEA unit members and a \$200 one-time stipend for Intervention Service Providers is \$1,504,700 from ESSR II funding (COVID19 funding).

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the Memorandum of Understanding #20-155 and its Addendum 1 between OEA and the District, as presented.

ADDITIONAL MATERIALS:

Attached: [MOU w.OEA re covid-19 pandemic no. 20-155 \(13 pages\)](#)

#20-155

MEMORANDUM OF UNDERSTANDING
BETWEEN
OXNARD SCHOOL DISTRICT
AND
THE OXNARD EDUCATORS ASSOCIATION

COVID-19 PANDEMIC AND RETURN TO SCHOOL 2020-2021

This Agreement was made and entered into July 30, 2020 and modified this day March 10, 2021, by and between Oxnard School District ("District") and Oxnard Educators Association (OEA).

1. Oxnard School District and Oxnard Educators Association enter this Memorandum of Understanding regarding issues related to the COVID-19 Pandemic and the changes needed to reopen school safely for our students and staff. In preparation for the 2020-21 school year, the parties recognize the need to address the district's teaching and learning environment and instructional model given the continuing pandemic, the Oxnard School District ("District") and Oxnard Educators Association (OEA) collectively referred to as the "Parties" enter this Memorandum of Understanding ("MOU") regarding issues related to ("COVID -19 RETURN TO SCHOOL 2020-2021").
2. The parties recognize that we are in a time of unprecedented change for our educational system. It is in the mutual interest of the parties to abide by the recommendations of public health officials to prevent illness and further spread of the virus based on the best available public health data at this time, national and international best practices, and the practical realities of managing school operations.
3. The parties recognize that schools are critical to daily life and that collaboration between local public health, education officials, and educators is the best means to determine and balance competing concerns surrounding school reopening decisions.
4. The Oxnard School District - Oxnard Educators Association Collective Bargaining Agreement shall be used as the basis of any unit member discipline, and as a standard for evaluations. The Return to School Plan shall not be used as a precedent beyond the 2020-2021 school year.
5. As a minimum standard, the District shall adhere to the COVID-19 guidelines issued by the State and Local health department. The parties agree to meet as soon as possible to negotiate the impact and effects of any revisions or updates to those guidelines.
6. Staff members who are absent due to COVID-19 exposure or have been diagnosed with COVID-19 will contact Human Resources via the District's online COVID reporting portal. OSD will work with employees when they are absent from work due to COVID related symptoms/illness.
 - a. Staff may also be asked to provide health provider documentation regarding any

leave related to COVID-19.

- b. Staff members will enter their absence in the Frontline Employee Management System and contact their Human Resources Technician for the next steps in documenting leave specifically related to COVID-19.
7. Classroom space – When directed by the Ventura County Department of Public Health, the District shall ensure all state and/or local public health guidelines are properly implemented. These guidelines will be accessible to all unit members.
8. OSD will follow the contract Article XI with regards to a duty-free lunch. Meals will be provided to students in accordance with current public health guidelines.
9. Staff meetings/Professional Development/Collaboration – Whenever possible, The District shall utilize a digital platform for staff meetings, PD, collaboration, or other gatherings/meetings. In person meetings will meet county and state safety guidelines.
10. Common Spaces- Local and state guidelines shall be implemented in order to provide safety for students and staff.
11. The District shall require the use of facial coverings (e.g., cloth, surgical style, scarf) for all students, staff, parents and community members at any school site or district building in accordance with local and state guidelines. Face coverings must follow site dress codes on site. The District shall provide all necessary PPE to staff dependent on position and working conditions.
 - a. Individuals who refuse to wear a facial covering or do not follow the site's dress code will be offered a face mask. Individuals who cannot wear a mask because of a documented health issue or special education qualification based on an IEP or doctor's order shall instead be required to wear an appropriate or prescribed face covering. Mask protocol when entering district buildings will be in compliance with all current local and state guidelines.
 - b. Masks and face shields may not be required for children age two and under or for students with medical apparatus which prevents or obstructs the use of the apparatus. Three-ply masks and face shields will be provided to all unit members on an as needed basis.
12. CDC approved N-95 masks are readily available and will be provided to certificated staff caring closely for individuals while at school with COVID-19 like symptoms and will also be provided for those unit members. N95 masks will be ordered and provided to Bargaining Unit Members caring closely for individuals with COVID-19 like symptoms immediately upon order fulfillment.
13. The District shall comply with the following hand washing logistical requirements:
 - a. Every room with a sink shall be stocked with soap, hand sanitizer, and a paper towel dispenser.

- b. Every classroom shall be provided hand sanitizer.
 - c. Non-classroom work-areas and office areas shall be provided hand sanitizer.
 - d. All hand washing/hand sanitizing supplies noted above or otherwise provided shall be checked and restocked / refilled as soon as possible based on a teacher's notification to the front office that supply is running low. All sanitizers will be checked and refilled as needed nightly.
14. Bargaining unit members shall have access to the District COVID Safety Plan on the district website.
15. Daily cleaning and disinfecting – The District shall ensure that all classrooms, common spaces, restrooms, hallways, and workspaces are cleaned and disinfected at least according to the state and/or local public health department guidelines.
- a. These high touch surfaces may be cleaned by staff as a part of their Routine Hygiene Practice each day, but these routines shall not replace daily cleaning and disinfecting.
 - b. Sufficient cleaning supplies for the routine hygiene practice shall be provided to each classroom.
16. In the event cleaning is not done according to the safety plan, unit members may report the issue to the site principal, and if still not resolved, unit members may report the concern to the district portal.
17. HVAC – The District shall ensure all HVAC systems operate on the mode which delivers the most fresh air changes per hour, including disabling demand-controlled ventilation, and open outdoor air dampers to the maximum capacity that an individual HVAC unit can handle without damage.
- a. Air filters shall be MERV-13 at locations where HVAC units can accommodate this filter and changed at the recommended intervals by an outside contractor.
 - b. A log of each site's completed HVAC filter change will be maintained and made available to bargaining unit members.
 - c. Portables and/or other rooms without adequate central HVAC (as determined by the Facilities Department under guidance from the CDC and Public Health Department) and windows or doors that open directly to the outside, shall be equipped with HEPA air filters with a large enough capacity and flow rate for the square footage of the room.
18. The District shall ensure all students, employees, and visitors are checked for symptoms daily prior to entering school, in accordance to state and/or local public health guidelines.
- a. All employees, students and visitors shall be screened prior to entering campus.
 - b. Staff and students with any symptom consistent with COVID-19 shall be sent home or sent to an isolation room on site pending travel home.
 - c. Staff or students who have had documented contact with a person with COVID-19

shall follow the most recent guidance provided by local, state or federal guidelines. Staff shall also reach out to Human Resources to determine accommodations during this quarantine period.

19. Oxnard School District will provide any information necessary to the County Public Health Department for them to conduct testing and contact tracing per their protocols (CDC guidelines).
20. Handwashing –Students, employees, and visitors shall be required to wash their hands or use hand sanitizer upon arrival to their classroom, office, or common area, and every time a classroom is entered.
21. In the interest of all unit members getting consistent messaging districtwide, all communications, notifications, processes, procedures, and guidelines originating with the COVID-19 Coordinator pertaining to the safety of the unit members will be disseminated directly to the unit members via email, memo or other direct means of communication while adhering to all applicable confidentiality requirements.
22. Unit members shall be notified as soon as possible of confirmed COVID-19 cases to the extent legally permitted as well as any school or building closures due to infection.
23. Pay/Benefits – Unit members shall continue to receive their contractual compensation and benefits. If extracurricular duties can still occur remotely, bargaining unit members shall continue to receive stipends and/or additional pay, as provided for under the collective bargaining agreement. Nothing in this MOU shall preclude the District from releasing a unit member to the extent permitted by law and the District and Association Collective Bargaining Agreement (CBA).
24. Access to Worksite – To comply with guidelines from health officials to stay home as much as possible to promote the lowest risk of infection for students and staff, unit members in the hybrid model will work on campus four (4) days per week, and may choose to work remotely each non-student day and/or at the conclusion of the student instructional day, absent other professional responsibilities.
 - a. Bargaining unit members in Distance Learning, and other remote assignments, may access their classroom, in coordination with site administration, and work from their classroom/office or assigned safe workspace, if possible, as long as it does not interfere with regular classroom cleaning. The room cannot be used if it has already been cleaned and sanitized for the following day. Unit members will make their best effort to provide reasonable advance notice to promote effective social distancing on site.
 - b. Home and Hospital and Independent Study Program unit members shall have access to school sites as needed, as long as it does not interfere with classroom cleaning.
25. Bargaining unit members are considered essential workers and may be required to report

to the site as needed and if it is safe to do so based on local and state guidelines. In the event a bargaining unit member reports to a district worksite, they shall be responsible for following state, county, and local public health recommendations. Unit members who cannot wear a mask because of documented health issues shall be required to wear an appropriate or prescribed face covering. The district shall follow local and state guidelines for public health. Unit members who are at risk and unable to report to their work site shall work with administration and/or notify human resources to utilize available leave provisions.

- a. All staff will have access to necessary supplies and equipment at the site. Unit members who are at risk and unable to come to their work site will work with site administration to ensure they have necessary supplies and equipment.
- b. Teachers will have access to work at the school site and/or district in order to complete necessary job duties.

26. Expectations of Bargaining Unit Member – Bargaining unit members shall be responsible for planning appropriate standards-based instruction, responding to parents and students in a timely manner, supporting diverse learners, building rapport and connections with students, regularly monitoring student work completion and participation, providing students feedback, and reporting non-participation to the site administrator for additional outreach and follow up.

- a. Due to reduced instructional minutes, the District and the Association acknowledge and agree that unit members will implement the Oxnard School District's instructional plan.
- b. If a bargaining unit member delivers instruction through video conferencing, they shall be held harmless if a student behaves inappropriately and the bargaining unit member shall report the incident to administration immediately.

27. Evaluation – Probationary bargaining unit members will be evaluated pursuant to Article IX of the collective bargaining agreement. Permanent bargaining unit members who were scheduled to be evaluated during the 2019-2020 school year who did not complete the evaluation process will be evaluated in 2020-2021. For bargaining unit members being evaluated in the 2020-2021 school year, the timeline shall begin (45) forty-five days after the first day of instruction. Evaluations will be based on the California Standards for the Teaching Profession. Teachers will not be penalized for issues related to technology and equipment in a Distance Learning Environment.

28. Hybrid Model – During the 2020-21 school year and to address safety and health concerns arising out of the current COVID-19 pandemic, bargaining unit members in the hybrid model are expected to work and be available during their normal contractual work hours and five-day work weeks. The five-day work week (Monday through Friday) for all bargaining unit members in the hybrid model shall include four (4) days in-person instruction and one (1) day per week with student instruction provided only through distance learning. Any district proposed changes to working hours, job responsibilities, or working conditions shall be revisited and negotiated as part of this memorandum of understanding.

- a. When students are not present on campus, instruction will be delivered via synchronous and asynchronous instruction. In order to provide students and parents with consistency and to avoid conflicts, live daily interaction shall be scheduled during the same times each day. Daily live interaction with bargaining unit members and peers will be for the purposes of instruction, progress monitoring, and school connectedness. (SB 98)
- b. Teachers will be provided training on all district platforms

29. Distance Learning- During the 2020-21 school year and to address safety and health concerns arising out of the current COVID pandemic, families may choose distance learning only for their students. The five- day work week (Monday through Friday) for all bargaining unit members in this model shall include both synchronous and asynchronous teaching and will follow the schedules in this MOU (Instructional Schedules) The contract work day for all unit members in the Distance Learning/ Learning House model will adhere to the current contract language.

Special Education Teachers and Related Service Providers:

30. In the case of Full Implementation of Virtual Learning: Unit members, who are special education teachers, shall provide daily live interaction with students and their peers for purposes of instruction, progress monitoring, and maintaining school connectedness. This interaction may take the form of internet or by other means permissible under public health orders. If daily live interaction is not feasible as part of regular instruction, the governing board or body of the local education agency shall develop, with parent and stakeholder input, an alternative plan for frequent live interaction that provides a comparable level of service and school connectedness. (EC 43503(b)).

Distance Learning Plans for students in special education must include special education, related services, and any other services in a student's IEP with accommodations necessary to ensure that the IEP can be executed through distance learning (SB 98/EC 43503(b)). Unit members who are related service providers (e.g. DHH teachers, Vision Teachers, APE Teachers, infant teachers, etc.), shall implement the services as specified in each student's IEP. If the service delivery written in the IEP is not feasible, the Unit Member shall notify the appropriate administrator to develop an "Emergency Individualized Distance Learning Plan (EC 46392)".

31. Special Education Unit Members shall conduct special education initial and triennial assessments in person, one-on-one, with students as required by law. This assumes that the County Public Health Department approves the District's/SELPA's safety plan allowing students to be present on campus individually. If a bargaining unit member is unable to conduct assessments in person due to being categorized as high risk and as verified by a medical provider, arrangements shall be made with their immediate supervisor. All in person assessments shall follow safety protocols as written in the District Assessment Protocol Plan. (Including, but not limited to socially distanced assessment space, PPE, plexiglass barriers, etc.)

32. Unit members can be required to schedule or hold IEP team meetings via video conferencing or in person for the purpose of addressing Distance Learning or Hybrid models. Initial, annual, addendum, amendment, and triennial IEPs shall be scheduled and held as normal. Case managers will be required to provide Prior Written Notice Letters containing customized Distance Learning Plans for each student on their caseload. The District shall provide each Unit Member a template for the distance learning plan that would only need to have blank fields completed and sent to parents.
33. In case of Hybrid Model - Prior to schools reopening, the parties agree to meet to negotiate Special Education schedules for students and staff.
34. Calendar --The Parties agree to meet to review and revise the current 2020-2021 school year calendar to review and determine any modifications needed in the current instructional calendar to schedule all necessary days based on the academic instructional models used including all student free days, classroom preparation days, and professional development days.
35. One additional professional development day for Canvas will be paid at the bargaining unit member's per diem rate upon completion of the modules by December 31, 2020.
36. Due to the variety of reasons for intermittent school closures, OEA reserves the right to meet, and confer on each event that may lead to the closure of one or more schools, utilizing the closure guidelines of the Return to School Plan.
37. Specialist/Electives/Physical Education – Prior to the first day of instruction, each site shall identify the locations to hold physical education and other electives during inclement weather. Based on public health guidelines and in conjunction with facilities, a maximum number of student and staff occupancy shall be established.
38. Substitute Coverage -Substitutes will be provided training whenever possible in the instructional models represented in the Return to School Plan. They will also be trained whenever possible in the use of District adopted distance learning and communication platforms (e.g. Google Classroom, Seesaw, Canvas etc.)
 - a. Substitutes will be held to the same screening measures and health protocols as all regular employees.
 - b. In the event a substitute is not available, two (2) or more stable student cohorts will not be combined in order to provide instruction, nor shall a single cohort be divided and separated into other cohort groups.
39. Due to the evolving nature of the pandemic, the Association reserves the right to negotiate safety and/or any impacts and effects related to environmental changes that might affect the health and safety issues set forth in this MOU for the COVID-19 pandemic as needed.
40. The Parties share joint interests in keeping communications open and working collaboratively for the benefit of students, staff, parents, and the District community as events continue to unfold during the pandemic.
41. The Parties agree to reconvene 6 weeks after the Hybrid Model begins, to review the

effectiveness of live interaction in the Hybrid/Blended Model for all grades.

42. Each site will select a Canvas Lead Teacher for the purpose of supporting teachers with LMS implementation. The Canvas Lead Teacher position may be split among two bargaining unit members if applicable at the site. Each site shall be allocated up to fifty (50) hours of extra duty pay for the 2020-2021 school year. Canvas Lead Teachers will be selected by a team consisting of the site principal and two OEA members of the leadership team. The candidate(s) will be selected based on success in various online learning platforms, experience/training applicable to the position, and demonstrated success in the implementation of distance learning. If there are no qualified or interested teachers at a site, OEA members from another site or another staff member may be selected.

This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties.

Dr. Victor Torres

Dr. Victor M. Torres, Asst Supt, HR Date
Oxnard School District

Stacie Thurman 3/11/21

Stacie Thurman, President Date
Oxnard Educators Association

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OXNARD SCHOOL DISTRICT
AND
THE OXNARD EDUCATORS ASSOCIATION**

Addendum 1: Reopening MOU: COVID-19 PANDEMIC AND RETURN TO SCHOOL 2020-2021

This Agreement was made and entered into this day March 10, 2021, by and between Oxnard School District ("District") and Oxnard Educators Association (OEA).

1. Oxnard School District and Oxnard Educators Association enter this Memorandum of Understanding regarding issues related to the COVID-19 Pandemic and the changes needed to reopen school safely for our students and staff. In preparation for the 2020-21 school year, the parties recognize the need to address the district's teaching and learning environment and instructional model given the continuing pandemic, the Oxnard School District ("District") and Oxnard Educators Association (OEA) collectively referred to as the "Parties" enter this Memorandum of Understanding ("MOU") regarding issues related to ("COVID -19 RETURN TO SCHOOL 2020-2021").
2. The Parties agree that this "Addendum 1: Reopening MOU" modifies the MOU titled "COVID-19 Pandemic and Return to School 2020-2021" signed and dated July 30, 2020 and modified March 10, 2021. The provisions in the MOU titled "COVID-19 Pandemic and Return to School 2020-2021" signed and dated July 30, 2020 and modified March 10, 2021 remain in effect except as modified herein. All other collective bargaining language remains applicable.
3. Both the District and OEA acknowledge and understand the uncertainty created by the COVID -19 Pandemic as it pertains to the District budget. Because of this uncertainty, the parties came to an agreement on a one-time compensation as a way to compensate employees for efforts during COVID-19 while keeping the District fiscally solvent and still having the required funds to protect the health and safety of District students and staff.
4. The District shall provide a 2% off schedule one time stipend based on the Certificated Non Management Salary Schedule for full time bargaining unit members and a \$200 one time stipend for ISPs in exchange for the following:
 - a. COVID-19 testing: Upon the commencement of Blended Instruction, all district employees are required by Ventura County Public Health to submit to and provide the results of periodic COVID-19 testing. The frequency of COVID-19 testing of employees is determined by Ventura County Public Health and shall continue through the 2021-2022 school year or the pandemic has been determined to be no longer a threat. COVID-19 testing shall be conducted outside of the unit members work hours.
 - b. OEA agrees to provide in school instruction Blended (Hybrid) Model – During the 2020-21 school year and to address safety and health concerns arising out of the current COVID-19 pandemic, bargaining unit members in the blended model are expected to work daily with

students in-person and be available during their normal contractual work hours and five-day work weeks. The five-day work week (Monday through Friday) for all bargaining unit members in the hybrid model shall include four (4) days comprising mornings in-person instruction and afternoons distance learning (See the attached schedule.) Bargaining unit members may choose to work remotely each non-student day and/or at the conclusion of the in-person student instructional day, absent other professional responsibilities, and one (1) day per week with student instruction provided only through distance learning.

- c. When students are not present on campus, instruction will be delivered via synchronous and asynchronous instruction. In order to provide students and parents with consistency and to avoid conflicts, live daily interaction shall be scheduled during the same times each day.
- d. Daily live in person instruction will be provided with bargaining unit members and peers will be for the purposes of instruction, progress monitoring, and school connectedness. (SB 98)
- e. A phased return to in person instruction/hybrid model shall follow the timeline below to allow for staffing, access to vaccinations, and contact tracing purposes. In order to prepare for in person instruction while continuing Distance Learning. Live daily interaction (synchronous) for general education will follow the Oxnard School District Instructional Plan. Daily live interaction for students may follow the recommended minutes below:

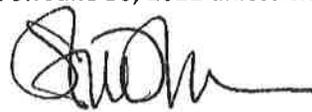
Phase(s)	Description	Timeline
1	SIP DAY	March 22, 2021
2	All SDC TK/K- 5, Autism Program /DHH, 3-5 Newcomer	March 23, 2021
3	TK/K-3rd Gen Ed	April 12, 2021
4	4 th -6 th Gen Ed	April 19, 2021
5	7 th -8 th Gen Ed	April 22, 2021

5. Distance Learning- During the 2020-21 school year and to address safety and health concerns arising out of the current COVID pandemic, families may choose distance learning only for their students. The five-day work week (Monday through Friday) for all bargaining unit members in this model shall include both synchronous and asynchronous teaching and will follow the schedules in this MOU (Instructional Schedules) The contract work day for all unit members will adhere to the current contract language.

This MOU shall expire in full without precedent on June 30, 2021 unless extended by mutual written agreement of the Parties.

Dr. Victor Torres 3.11.21

Dr. Victor M. Torres, Asst Supt, HR Date
Oxnard School District



Stacie Thurman, President Date
Oxnard Educators Association

3/11/21

To maximize student engagement, opportunities for support and feedback, and ultimately student academic success, the following schedule shall be applied to all Elementary Schools in Distance Learning for the remainder of the 2020-2021 school year.

Hybrid Learning Schedule Elementary (TK-5th)

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Considerations
8:00- 8:30	Protected Planning	Protected Planning	Protected Planning	Protected Planning	Protected Planning	*Teachers may teach concurrently Time will be consistent daily. Example: 8:45-9:15 10:00-10:30 This will not substitute the synchronous instruction time. If this model is selected, synchronous instruction must be used for small group instruction. *DLI teaming alternate days *SB 98 Focus areas English Language Arts, Mathematics, and English Language Development
8:30-8:45	Support Supervision	Support Supervision	Check In with all students 9:00-9:30 minimum 9:30-10:00 Small Group	Support Supervision	Support Supervision	
8:45-11:15	In Person	In Person		In Person	In Person	
11:15 – 11:30	Grab and Go Lunch	Grab and Go Lunch		Grab and Go Lunch	Grab and Go Lunch	
11:30-12:10	Lunch	Lunch	Lunch	Lunch	Lunch	
12:10- 12:30	Attendance/ Engagement	Attendance/ Engagement		Attendance/ Engagement	Attendance/ Engagement	
12:30-2:30	Synch Distance	Synch Distance		Synch Distance	Synch Distance	
Asynchronous Instruction To meet required minutes for SB 98 by grade level	Teacher assigned: Lexia for ELA, ST Math, MyOn, AR	Teacher assigned: Lexia for ELA, ST Math, MyOn, AR	Teacher assigned: Lexia for ELA, ST Math, MyOn, AR	Teacher assigned: Lexia for ELA, ST Math, MyOn, AR	Teacher assigned: Lexia for ELA, ST Math, MyOn, AR	
2:30-4:00	Planning, PLC's, IEP's, SSTs, COST Wednesday Staff Meeting 3:00-4:00					

Hybrid Learning Schedule/General Education/Grades 6 – 8					
Period/Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 – 8:30	Protected Planning	Protected Planning	Virtual Learning day for All	Protected Planning	Protected Planning
8:30	Duty Day Begins	Duty Day Begins		Duty Day Begins	Duty Day Begins
8:45-9:30 Hybrid Learning In-person	Period 1	Period 4	Check In Periods 1,2,3, 9:00-9:30 1.2.3 Check In 4,5,6 9:30-10:00 Student Response 3 pm	Period 1	Period 4
9:35-10:20 Hybrid Learning In-person	Period 2	Period 5		Period 2	Period 5
10:25 – 11:10 Hybrid Learning In-person	Period 3	Period 6		Period 3	Period 6
9:00-11:15	Asynch Distance Learners Teacher assigned: Lexia for ELA, ST Math, MyOn, AR			Asynch Distance Learners Teacher assigned: Lexia for ELA, ST Math, MyOn, AR	
11:15-12:00	Attendance, Canvas Building	Attendance, Canvas Building		Attendance, Canvas Building	Attendance, Canvas Building
1:00-2:45	Asynch Distance Learners Teacher assigned: Lexia for ELA, ST Math, MyOn, AR			Asynch Distance Learners Teacher assigned: Lexia for ELA, ST Math, MyOn, AR	
12:00-12:30	Lunch				
12:30-1:10	Period 1- Distance Learning	Period 4- Distance Learning		Period 1- Distance Learning	Period 4- Distance Learning
1:15-1:55	Period 2- Distance Learning	Period 5 - Distance Learning		Period 2- Distance Learning	Period 5 – Distance Learning
2:00-2:40	Period 3- Distance Learning	Period 6- Distance Learning		Period 3- Distance Learning	Period 6- Distance Learning
2:40-3:20	Singleton ELD* (1-3)	Singleton ELD* (4-6)		Singleton ELD* (1-3)	Singleton ELD* (4-6)
2:30-4:00	Planning, PLC's, IEP's, SSTS, COST				
			Staff Mtg 3:00-4:00		

*Singleton ELD is for teachers with a single period of ELD

Hybrid Learning Schedule
Special Education
TK-5th

Period/Day	Monday	Tuesday	Wednesday	Thursday	Friday
8:00 – 8:30	Teacher Planning	Teacher Planning	Teacher Planning	Teacher Planning	Teacher Planning
8:30 – 8:45	Duty Day Begins	Duty Day Begins		Duty Day Begins	Duty Day Begins
8:45- 11:15 (2.5 hours)	Hybrid Learning In-person 2.5 hours Distance Learning (Synchronous 1 hour, Asynchronous 1.5 hours)**	Hybrid Learning In-person 2.5 hours Distance Learning (Synchronous 1 hour, Asynchronous 1.5 hours)**	Distance Learning (9-11) (Synchronous 2 hours, Whole Group Asynchronous 2 hours)	Hybrid Learning In-person 2.5 hours Distance Learning (Synchronous 1 hour, Asynchronous 1.5 hours)**	Hybrid Learning In-person 2.5 hours Distance Learning (Synchronous 1 hour, Asynchronous 1.5 hours)**
11:15 – 11:30	Grab and Go Lunch	Grab and Go Lunch		Grab and Go Lunch	Grab and Go Lunch
11:30 – 12:10	Lunch	Lunch	Lunch	Lunch	Lunch
12:10-2:40 (2.5 hours)	Hybrid Learning (Asynchronous time 2.5 hours) Distance Learning (2.5 hours Synchronous time)	Hybrid Learning (Asynchronous time 2.5 hours) Distance Learning (2.5 hours Synchronous time)	Assessments, IEPs, other professional responsibilities	Hybrid Learning (Asynchronous time 2.5 hours) Distance Learning (2.5 Synchronous time)	Hybrid Learning (Asynchronous time 2.5 hours) Distance Learning (2.5 Synchronous time)
2:40 - 4:00	Teacher Planning	Teacher Planning	3:00-4:00 Staff Meeting	Teacher Planning	Teacher Planning
*Included in Asynchronous time: Lexia, ST Math,			**Synchronous 1 hour: is not optional, does not have to be consecutive, can involve para, must be consistent		

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 17, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #20-134 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Edwards)

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

Student: AC080310 - \$34,369.30

FISCAL IMPACT:

\$34,369.30 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-134 with VCOE for Paraeducator services in the amount not to exceed \$34,369.30.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-134, Ventura County Office of Education \(2 Pages\)](#)



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **November 22, 2020** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

AC080310

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

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support throughout the school day in the classroom for 330 minutes a day and 60 minutes during transportation for a total of 390 minutes daily. ESY will be provided at 240 minutes a day in the classroom and 60 minutes during transportation for a total of 300 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45-day notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **11/22/2020 (IEP date~1/21/2020)** and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2020-2021</u> 11/22/2020-1/21/2021	UPCOMING: <u>2020-2021</u>
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ESTIMATED COSTS:	\$ <u>8,155.43</u>	+	\$ _____
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It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By:  _____
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 8,155.43



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

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

AC080310

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

Authorized exceptional service(s) shall consist of **Paraeducator performing special circumstance educational support throughout the school day in the classroom for 330 minutes a day and 60 minutes during transportation for a total of 390 minutes daily. ESY will be provided at 240 minutes a day in the classroom and 60 minutes during transportation for a total of 300 minutes daily.**

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45-day notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin 1/22/2021 (IEP date~1/21/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2020-2021</u> 1/22/2021-6/10/2021 (ESY: 6/14/2021-6/30/2021)	UPCOMING: <u>2021-2022</u> (ESY: 7/1/2021-7/9/2021) 8/18/2021-1/21/2022
ESTIMATED COSTS	\$ <u>26,213.87</u>	+ \$ <u>TBD</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 26,213.87

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 17, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #20-135 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Edwards)

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

Students: OL083008 - \$21,396.79

JB080313 - \$20,814.26

FISCAL IMPACT:

\$42,211.05 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-135 with VCOE for Paraeducator services in the amount not to exceed \$42,211.05.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-135, Ventura County Office of Education \(2 Pages\)](#)



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 6, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

OL083008

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

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

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **2/6/2021** (IEP date~2/3/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2020-2021</u>	UPCOMING: <u>2021-2022</u>
	2/6/2021-6/17/2021 (ESY: 6/21/2021-6/30/2021)	(ESY: 7/1/2021-7/16/2021) 8/18/2021-2/3/2022
ESTIMATED COSTS:	\$ <u>21,396.79</u>	+ \$ <u>TBD</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 21,396.79



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **February 7, 2021** is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

JB080313

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

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

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45 days' notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **2/7/2021** (IEP date~2/4/2021) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: (including ESY, if applicable)	CURRENT: <u>2020-2021</u>	UPCOMING: <u>2021-2021</u>
	2/7/2021-6/10/2021 (ESY: 6/14/2021-6/30/2021)	(ESY: 7/1/2021-7/9/2021) 8/18/2021-2/4/2022
ESTIMATED COSTS:	\$ <u>20,814.26</u>	+ \$ <u>TBD</u>

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

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

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature (DOR Authorized Representative)

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
VCOE Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 20,814.26

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 17, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #20-140 – PresenceLearning Inc. (DeGenna/Edwards)

PresenceLearning Inc. will provide supplemental Clinical and therapy services to the Oxnard School District on an “as needed” basis. PresenceLearning Inc. will be responsible for payment of each of their service provider’s wages and insurance, including workers compensation, and general liability.

The Oxnard School District will provide all orientation, support, facilities, and training for service providers.

Services will include:

- Speech Language Therapist
- Speech and Language Pathologist Assistants
- SLP Assessments

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

FISCAL IMPACT:

Not to exceed \$100,000.00 (per the hourly rates per position - see attached “Service Order Form”) –
Special Education Funding

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-140 with PresenceLearning Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-140, PresenceLearning Inc. \(21 Pages\)](#)
[Certificate of Insurance \(3 Pages\)](#)

OSD AGREEMENT #20-140



PresenceLearning

Service Order

LEA Name and Contact Information

Name: Oxnard School District - CA
Address: 1051 S A St Oxnard, CA

LEA Primary Point of Contact

Name: Kristin Haidet
Email Address: khaiet@oxnardsd.org

LEA Secondary Point of Contact

Name:
Email Address:

PresenceLearning Contact Information

Name: Jerin Jones
Email Address: jerin.jones@presencelearning.com

Service Order

1. Services

Service Type	Student Quantity/ Groups	Service Rate
Hourly SLP Services	110	\$87.00

2. SLP Assessments

Service Type	Student Quantity/ Groups	Service Rate
Screening by SLP	0	\$56.00
Screening by SLP BI	0	\$101.00
Evaluation Coordination and Reporting by SLP	0	\$225.00
Evaluation Coordination and Reporting by Bilingual SLP	0	\$225.00
Review of Records by SLP	0	\$100.00
Additional Assessment Component by SLP	0	\$29.00
Articulation Standard Assessment	0	\$60.00
Auditory Processing Select Index	0	\$74.00
Classroom Observation by SLP	0	\$41.00
Early Childhood Language Assessment	0	\$90.00
Fluency Standard Assessment	0	\$100.00
Language Select Index	0	\$41.00
Language Standard Assessment	0	\$130.00
Pragmatic Language Standard Assessment	0	\$80.00
Phonological Process Analysis Select Index	0	\$23.00
Phonological Processing Assessment	0	\$67.00
Supplemental Language Screener	0	\$23.00
Spanish Language Standard Assessment	0	\$125.00
Spanish Language Select Index	0	\$41.00
Spanish Auditory Processing Select Index	0	\$74.00
Additional Bilingual Assessment Component	0	\$41.00
Spanish Articulation Measures (SAM)	0	\$41.00
Spanish Articulation Standard Assessment	0	\$50.00

Document Camera	\$85.00 (each)
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Service Order

Contracted Students	110
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Assessments Commitment	16
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Monthly Commitment*	\$20,097.00	231 hours at \$87.00
December Commitment*	\$13,398.00	154 hours at \$87.00

*This is the monthly minimum amount you will be invoiced during the contracted period.

Service Order Term	February 28, 2021 through June 30, 2021
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Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the Master Service Agreement ("Agreement"). To the extent there is any conflict between this Service Order and the Agreement, this Service Order shall govern. The terms of this Service Order are confidential information.

The Parties have executed this Service Order as of the date of the last signature ("Service Order Effective Date").

PresenceLearning, Inc.

LEA **Oxnard School District**

By:

By:

Name:

Name: **Lisa A. Franz**

Title:

Title: **Director, Purchasing**

Date:

Date:

Master Service Agreement

BY ACCEPTING A SERVICE ORDER OR OTHER AGREEMENT (THE "ORDERING DOCUMENT") THAT INCORPORATES THIS MASTER SERVICE AGREEMENT ("MASTER CONTRACT"), LEA (AS DEFINED IN THE ORDERING DOCUMENT) AGREES TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS MASTER CONTRACT. THE ORDERING DOCUMENT AND MASTER CONTRACT TOGETHER CONSTITUTE THE AGREEMENT OF THE PARTIES AND ARE REFERRED TO COLLECTIVELY HEREIN AS THE "AGREEMENT." THE TERMS OF THE ORDERING DOCUMENT SHALL CONTROL OVER ANY CONFLICTING TERMS IN THE MASTER CONTRACT.

1. THE AGREEMENT.

This Agreement is entered into between LEA and PresenceLearning, Inc., a Delaware corporation with an office and place of business located at 180 Montgomery Street, Suite 1850, San Francisco, California 94104 "PresenceLearning" or "CONTRACTOR") (collectively, "Parties") for the purpose of providing special education and/or related services to LEA students with exceptional needs under the authorization of California Education Code sections 56157, 56361 and 56365 et seq. and Title 5 of the California Code of Regulations section 3000 et seq., AB490 (Chapter 862, Statutes of 2003) and AB1858 (Chapter 914, Statutes of 2004). It is understood that this Agreement does not commit LEA to pay for special education and/or related services provided to any LEA student, or CONTRACTOR to provide such special education and/or related services, unless and until an authorized LEA representative approves the provision of special education and/or related services by CONTRACTOR. Upon acceptance of a LEA student, LEA shall submit to CONTRACTOR an Individual Services Agreement ("ISA") and a Nonpublic Services Student Enrollment form as specified in the LEA Procedures. Unless otherwise specified or agreed in writing, these forms shall acknowledge CONTRACTOR's obligation to provide all services specified in the student's Individualized Education Plan (hereinafter referred to as "IEP"). Provided that the LEA submits to CONTRACTOR an ISA, the ISA shall be executed within ninety (90) days of an LEA student's enrollment, and LEA and CONTRACTOR shall enter into an ISA for each LEA student served by CONTRACTOR. As available and appropriate, the LEA shall make available access to any electronic IEP system and /or electronic database for ISA developing including invoicing.

2. CERTIFICATION.

CONTRACTOR shall be certified by the California Department of Education (hereinafter referred to as "CDE") as a nonpublic, nonsectarian agency. All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code, section 56366 et seq and within the professional scope of practice of each provider's license, certification and/or credential. Total student enrollment, if stated on CDE certification, shall be limited to that capacity.

3. COMPLIANCE WITH LAWS, STATUTES, REGULATIONS.

During the term of this Agreement, unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR acknowledges and understands that LEA may report to the CDE any violations of the provisions of this Agreement; and that this may result in the suspension and/or revocation of CDE nonpublic agency certification pursuant to California Education Code section 56366.4(a).

4. TERM OF AGREEMENT.

The term of this Agreement shall be reflected on the ORDERING DOCUMENT and shall not exceed one year (Title 5 California Code of Regulations section 3062(a)) unless otherwise in writing.

5. INTEGRATION/CONTINUANCE OF CONTRACT FOLLOWING EXPIRATION OR TERMINATION.

This Agreement includes the LEA Procedures and each ISA and they are incorporated herein by this reference. This Agreement supersedes any prior or contemporaneous written or oral understanding or agreement except as set forth in the ORDERING DOCUMENT. This Agreement may be amended only by written amendment executed

by both parties. The LEA may require copies of teacher credentials and clearances, insurance documentation and CDE certification. The LEA may also require additional information as applicable. In the event that this Agreement expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed Agreement between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students at the discretion of the LEA.

6. INDIVIDUAL SERVICES AGREEMENT.

This Agreement shall include an ISA for each LEA student to whom CONTRACTOR is to provide services. An ISA shall only be issued for LEA students enrolled with the approval of the LEA pursuant to Education Code section 56366 (a)(2)(A). An ISA may be effective for more than one contract year provided that there is a concurrent Agreement in effect. In the event that this Agreement expires or terminates, CONTRACTOR shall continue to be bound to all of the terms and conditions of the most recent executed ISAs between CONTRACTOR and LEA for so long as CONTRACTOR is servicing authorized LEA students. Any and all changes to a LEA student's educational placement/ program provided under this Agreement and/or an ISA shall be made solely on the basis of a revision to the LEA student's IEP. At any time during the term of this Agreement, a LEA student's parent, CONTRACTOR, or LEA may request a review of a LEA student's IEP subject to all procedural safeguards required by law. Unless otherwise provided in this Agreement or in the IEP or ISA, the CONTRACTOR shall provide all services specified in the IEP. (California Education Code sections 56366(a) (5) and 3062(e)). In the event the CONTRACTOR is unable to provide a specific service which it agreed to provide at any time during the life of the ISA, the CONTRACTOR shall notify the LEA in writing within a commercially reasonable period. If a parent or LEA contests the termination of an ISA by initiating a due process proceeding with the OAH, CONTRACTOR shall abide by the "stay-put" requirement of state and federal law unless the parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH. CONTRACTOR shall adhere to all LEA requirements concerning changes in placement. Disagreements between LEA and CONTRACTOR concerning the formulation of an ISA or the Master Contract may be appealed to the County Superintendent of Schools of the County where the LEA is located, or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code section 56366(c) (2).

7. DEFINITIONS.

The following definitions shall apply for purposes of this contract:

- a. The term "authorized LEA representative" means a LEA administrator designated to be responsible for nonpublic agencies. It is understood, a representative of the Special Education Plan Local Area (SELPA) of which the LEA is a member is an authorized LEA representative in collaboration with the LEA. The LEA maintains sole responsibility for the contract, unless otherwise specified in the contract
- b. The term "credential" means a valid credential, life diploma, permit, or document in special education or pupil personnel services issued by, or under the jurisdiction of, the State Board of Education if issued prior to 1970 or the California Commission on Teacher Credentialing, which entitles the holder thereof to perform services for which certification qualifications are required as defined in Title 5 of the California Code of Regulations section 3001(j).
- c. The term "qualified" means that a person holds a certificate, permit or other document equivalent to that which staff in a public school are required to hold to provide special education and designated instruction and services and has met federal and state certification, licensing, registration, or other comparable requirements which apply to the area in which he or she is providing special education or related services, including those requirements set forth in Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and those requirements set forth in Title 5 of the California Code of Regulations Sections 3064 and 3065, and adheres to the applicable standards of professional practice established in federal and state law or regulation, including the standards contained in the California Business and Professions Code.

Nothing in this definition shall be construed as restricting the activities in service of a graduate needing direct hours leading to licensure, or of a student teacher or intern leading to a graduate degree at an accredited or approved college or university, as authorized by state laws or regulations. (Title 5 of the California Code of Regulations Section 3001 (y)).

d. The term “license” means a valid non-expired document issued by a licensing agency within the Department of Consumer Affairs or other state licensing office authorized to grant licenses and authorizing the bearer of the document to provide certain professional services or refer to themselves using a specified professional title. If a license is not available through an appropriate state licensing agency, a certificate of registration with the appropriate professional organization at the national or state level which has standards established for the certificate that are equivalent to a license shall be deemed to be a license as defined in Title 5 of the California Code of Regulations section 3001(r).

e. The term “parent” means a biological or adoptive parent unless the biological or adoptive parent does not have legal authority to make educational decisions for the child, a guardian generally authorized to act as the child’s parent or authorized to make educational decisions for the child, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or other relative with whom the child lives, or an individual who is legally responsible for the child’s welfare, a surrogate parent, or a foster parent if the authority of the biological or adoptive parent to make educational decisions on the child’s behalf has been specifically limited by court order in accordance with Code of Federal Regulations 300.30(b)(1) or (2). “Parent” does not include the state or any political subdivision of government or the nonpublic agency under contract with the LEA for the provision of special education or designated instruction and services for a child. (California Education Code section 56028).

f. The term “days” means calendar days unless otherwise specified.

g. The phrase “billable day” means a school day in which instructional minutes meet or exceed those in comparable LEA programs.

h. The phrase “billable day of attendance” means a school day as defined in California Education Code Section 46307, in which a LEA student is in attendance and in which instructional minutes meet or exceed those in comparable LEA programs unless otherwise stipulated in an IEP or ISA.

ADMINISTRATION OF CONTRACT

8. NOTICES.

All notices provided for by this contract shall be in writing. Notices shall be mailed or delivered by hand and shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated on the ORDERING DOCUMENT. Notices to CONTRACTOR shall be addressed as indicated on the ORDERING DOCUMENT.

9. MAINTENANCE OF RECORDS & CONFIDENTIALITY.

CONTRACTOR shall maintain records as required by applicable state and federal laws and regulations. For purposes of this Agreement, “records” may include student records as defined by California Education Code section 49061(b) including electronically stored information; cost data records as set forth in Title 5 of the California Code of Regulations section 3061; registers and roll books of teachers and/or daily service providers; daily service logs and notes and other documents used to record the provision of related services including supervision; daily service logs and notes used to record the provision of services provided through additional instructional assistants, NPA behavior intervention aides, and bus aides; absence verification records (parent/doctor notes, telephone logs, and related documents) if the CONTRACTOR is funded for excused absences, however, such records are not required if positive attendance is required; bus rosters; staff lists specifying credentials held and documents evidencing other staff qualifications, social security numbers, dates of hire, and dates of termination; records of employee training and certification, staff time sheets; non-paid staff and volunteer sign-in sheets; transportation and other related services subcontracts; school calendars; bell/class schedules when applicable; liability and worker’s compensation insurance policies; state nonpublic agency certifications by-laws; lists of current board of directors/trustees, if incorporated; documents evidencing financial expenditures; federal/state payroll quarterly reports; and bank statements and canceled checks or facsimile thereof. CONTRACTOR shall maintain LEA student records in a secure location to ensure confidentiality and prevent unauthorized access. CONTRACTOR shall maintain an access log for each LEA student’s record which lists all persons, agencies, or organizations requesting or receiving information from the record. Such log shall be maintained as required by California Education Code section 49064 and include the name, title, agency/organization affiliation, and date/time of access for each individual requesting or receiving information from the LEA student’s record. Such log need not record access to the LEA student’s records by: (a) the LEA student’s

parent; (b) an individual to whom written consent has been executed by the LEA student's parent; or (c) employees of LEA or CONTRACTOR having a legitimate educational interest in requesting or receiving information from the record. CONTRACTOR/LEA shall maintain copies of any written parental concerns granting access to student records. CONTRACTOR shall grant parents access to student records, and comply with parents' requests for copies of student records, as required by state and federal laws and regulations. CONTRACTOR agrees, in the event of agency closure, to forward LEA student records within a commercially reasonable period to LEA. These shall include, but not limited to, any current transcripts, IEP/IFSPs, and reports. LEA and/or SELPA shall be provided access to or copies of any and all records upon request within five business days. If LEA collects benchmarking data at the individual or school level, LEA shall provide CONTRACTOR with such benchmarking data for the individual students and school served pursuant to this Agreement. To the extent not prohibited by this Section or applicable law, CONTRACTOR may store indefinitely, use and publish deidentified benchmarking data. LEA understands that it may receive confidential and proprietary information relating to CONTRACTOR's business (hereinafter referred to as "CONTRACTOR CONFIDENTIAL INFORMATION"). LEA agrees that the CONTRACTOR CONFIDENTIAL INFORMATION is confidential and is the sole, exclusive and extremely valuable property of CONTRACTOR. In addition, LEA understands that it may receive confidential and proprietary information of third parties other than LEA, including but not limited to information and materials relating to assessments, in the course of the provision of Services. To the extent permitted by law, LEA agrees that it will keep confidential CONTRACTOR CONFIDENTIAL INFORMATION the confidential and proprietary materials and information of CONTRACTOR and third parties which it receives or to which it has physical or digital access pursuant to this Agreement. LEA also agrees that it will not disclose materials relating to an assessment to the student who will be assessed before it is necessary to do so to perform such an assessment. It is understood and agreed that money damages would not be a sufficient remedy for any LEA's breach of confidentiality and that CONTRACTOR shall be entitled to specific performance, including, without limitation, injunctive relief, as a remedy for any such breach by the LEA in any court of competent jurisdiction. Such remedy shall not be deemed to be the exclusive remedy for breach of confidentiality but shall be in addition to all other remedies available at law or equity. Notwithstanding any other provision in this Agreement, LEA may disclose CONTRACTOR CONFIDENTIAL INFORMATION or the existence of this Agreement to the extent required by any applicable law, regulation or court; provided however that, prior to making any such disclosure, LEA will notify CONTRACTOR promptly after becoming aware of a request for, or the existence of its obligation to make, such disclosure and will permit CONTRACTOR to seek to challenge, or limit, such required disclosure, and to review any materials prior to disclosure. Further, each party may disclose the existence of this Agreement or Confidential Information of the other for the limited purpose of enforcing its rights under this Agreement before a court of competent jurisdiction, provided that such disclosure will be accomplished in such a manner so as to protect the rights of the parties to this Agreement to the maximum extent reasonably possible.

The Parties agree that mutual consent is required for the initial publication or distribution of any research and/or marketing materials, including without limitation, customer or vendor lists, press releases, and research and case studies mentioning both Parties, but that once this consent is given for initial publication the Parties may republish such works in their original or reasonably modified form at will.

10. SEVERABILITY CLAUSE.

If any provision of this Agreement is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire agreement shall be severable and remain in effect.

11. SUCCESSORS IN INTEREST.

This Agreement binds CONTRACTOR's successors and assignees. CONTRACTOR shall notify the LEA of any change of ownership or corporate control.

12. VENUE AND GOVERNING LAW.

The laws of the State of California shall govern the terms and conditions of this Agreement with venue in San Francisco County.

13. MODIFICATIONS AND AMENDMENTS REQUIRED TO CONFORM TO LEGAL AND ADMINISTRATIVE GUIDELINES.

This Agreement may be modified or amended by the LEA, with mutual agreement of CONTRACTOR, to conform to administrative and statutory guidelines issued by any state, federal or local governmental agency. The LEA shall provide the CONTRACTOR thirty (30) days' notice of any such proposed changes or modifications made to conform to administrative or statutory guidelines and a copy of the statute or regulation upon which the modification or changes are based.

14. TERMINATION AND RENEWAL.

This Agreement or any Individual Service Agreement may be terminated for cause. The cause shall not be the availability of a public class initiated during the period of the contract unless the parent agrees to the transfer of the student to the public school program at an IEP team meeting. To terminate the contract either party shall give twenty (20) days prior written notice as required by California Education Code section 56366(a)(4). At the time of termination, CONTRACTOR may provide to LEA any and all documents CONTRACTOR is required to maintain under this Agreement. ISAs are void upon termination of this Agreement except as provided in Sections 5 and 6. CONTRACTOR or LEA may terminate an ISA for cause. To terminate an ISA, either party shall give twenty (20) days prior written notice. This Agreement shall continue until the end of the term set forth in the ORDERING DOCUMENT (hereinafter referred to as the "INITIAL TERM") and shall automatically renew on an annual basis (each a "RENEWAL TERM") unless (a) terminated in accordance with this Section or (b) either party gives written notice of its intention not to renew forty-five (45) days before expiration of the INITIAL TERM or a RENEWAL TERM. Upon the expiration or termination of this Agreement for any reason, all amounts owed to CONTRACTOR under this Agreement, which accrued before such termination or expiration will be immediately due and payable. For the avoidance of doubt, early termination of this Agreement by LEA prior to the expiration of its then-current term, other than for cause, shall be considered a breach of this Agreement and LEA shall pay a cancellation fee of \$750 per Student, multiplied by the greater of (a) the number of students who have received SERVICES in the 60 days before termination or (b) the number of Contracted Students (as defined in the ORDERING DOCUMENT) (hereinafter referred to as the "TERMINATION LIQUIDATED DAMAGES AMOUNT") by way of liquidated damages. LEA acknowledges that the actual damages likely to result from breach of this Section are difficult to estimate on the effective date hereof and would be difficult for CONTRACTOR to prove. The parties intend that LEA's payment of the TERMINATION LIQUIDATED DAMAGES AMOUNT would serve to compensate CONTRACTOR for LEA's breach of its obligations under this Section, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

15. INSURANCE.

CONTRACTOR shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement, insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best. At the request of LEA, CONTRACTOR will provide a Certificate of Insurance.

16. INDEMNIFICATION AND HOLD HARMLESS.

To the fullest extent allowed by law, CONTRACTOR shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors ("LEA Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding LEA and LEA Indemnities).

To the fullest extent allowed by law, LEA shall indemnify and hold CONTRACTOR and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("CONTRACTOR Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Agreement or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding CONTRACTOR and/or any CONTRACTOR Indemnities).

The foregoing obligations are conditioned upon: (a) prompt written notice by the indemnified party to the indemnifying party of any claim, action or demand for which indemnity is claimed; (b) complete control of the defense and settlement thereof by the indemnifying party, provided that no settlement of an indemnified claim shall be made without the consent of the indemnified party, such consent not to be unreasonably withheld or delayed; and (c) reasonable cooperation by the indemnified party in the defense as the indemnifying party may request. The indemnified party shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

In no event will CONTRACTOR be liable for any incidental damages, consequential damages, or any lost profits arising from or relating to this Agreement or to the services provided pursuant to this Agreement, whether in contract or tort or otherwise, even if CONTRACTOR knew or should have known of the possibility of such damages. CONTRACTOR's cumulative liability relating to this Agreement will not exceed the actual fees paid by LEA to CONTRACTOR during the school year for three (3) months immediately preceding the date on which a claim is made; provided that such amount shall under no circumstances exceed \$10,000. LEA acknowledges that this Agreement reflects an adequate and acceptable allocation of risk and that in the absence of the foregoing limitations CONTRACTOR would not enter into this Agreement.

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties, and that its self-insurance covers LEA's indemnification obligations under this Agreement.

17. INDEPENDENT CONTRACTOR.

Nothing herein contained will be construed to imply a joint venture, partnership or principal- agent relationship between the LEA and CONTRACTOR. CONTRACTOR shall provide all services under this Agreement as an independent contractor, and neither party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the parties or any affiliates of the parties, or between the LEA and any individual subcontracted or assigned by CONTRACTOR to perform any services for the LEA.

If the LEA is held to be a partner, joint venturer, co-principal, employer or co-employer of CONTRACTOR, CONTRACTOR may, at its sole discretion, indemnify and hold harmless the LEA from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties and interest charges incurred by the LEA as a result of that holding.

18. SUBCONTRACTORS.

LEA understands and agrees that CONTRACTOR will subcontract the provision of services pursuant to this Agreement to independent contractors who shall have applicable clearances and qualifications as set forth in Sections 35 and 36 (each hereinafter referred to as a "SUBCONTRACTOR" and collectively as "SUBCONTRACTORS").

19. CONFLICTS OF INTEREST/NON-SOLICITATION.

LEA may request a copy of CONTRACTOR's current bylaws and a current list of its Board of Directors. CONTRACTOR and any member of its Board of Directors shall disclose any relationship with LEA that constitutes or may constitute a conflict of interest including, but not limited to, employment with LEA and attendance at IEP team meetings acting as a student's advocate. Pursuant to California Education code section 56042, an attorney or advocate for a parent of an individual with exceptional needs shall not recommend placement with CONTRACTOR if the attorney or advocate is employed or contracted by the CONTRACTOR, or will receive a benefit from the CONTRACTOR, or otherwise has a conflict of interest.

LEA acknowledges and agrees to the ability of CONTRACTOR, through employees, agents and/or SUBCONTRACTORS, to conduct an assessment or evaluation, including but not limited to an Independent Educational Evaluation (hereinafter referred to as “IEE”), of a LEA student, and provide services to that student pursuant to an IEP or ISA that reflects the findings of that assessment or evaluation. Where this Agreement provides that CONTRACTOR shall conduct one or more assessments or evaluations of a LEA student, LEA agrees to fund requested services provided to that student for whom the assessment or evaluation is requested. LEA shall not, during the term of this Agreement and for one (1) year thereafter, directly or indirectly solicit, induce, or attempt to induce any CONTRACTOR employee or SUBCONTRACTOR providing services pursuant to this Agreement without CONTRACTOR’s prior written consent. LEA should contact its account manager with any inquiries concerning the aforementioned. If LEA causes any CONTRACTOR employee or SUBCONTRACTOR providing services pursuant to this Agreement to terminate or curtail that individual’s relationship with CONTRACTOR, and such termination or curtailment results in a loss of business or revenue for CONTRACTOR, LEA shall pay a solicitation fee of \$30,000 (hereinafter referred to as the “SOLICITATION LIQUIDATED DAMAGES AMOUNT”) by way of liquidated damages. LEA acknowledges that the actual likely to result from breach of the foregoing are difficult to estimate and would be difficult for CONTRACTOR to approve. The parties intend that LEA’s payment of the SOLICITATION LIQUIDATED DAMAGES AMOUNT would serve to compensate CONTRACTOR for LEA’s breach of the foregoing obligations, and they do not intend for it to serve as punishment or penalty for any such breach by LEA.

20. NON-DISCRIMINATION.

CONTRACTOR shall not unlawfully discriminate on the basis of race, religion, sex, national origin, age, sexual orientation, or disability in employment or operation of its programs.

21. FREE AND APPROPRIATE PUBLIC EDUCATION.

LEA shall provide CONTRACTOR with a copy of the IEP including the Individualized Transition Plan (hereinafter referred to as “ITP”), where necessary, of each LEA student served by CONTRACTOR. CONTRACTOR shall provide to each LEA student special education and/or related services (including transition services) within the nonpublic agency consistent with the LEA student’s IEP and as specified in the ISA. Unless otherwise agreed to between CONTRACTOR and LEA, LEA shall be responsible for the provision of all appropriate supplies, equipment, and/or facilities for LEA students, as specified in the LEA student’s IEP and ISA. CONTRACTOR shall make no charge of any kind to parents for special education and/or related services as specified in the LEA student’s IEP and ISA (including, but not limited to, screenings, assessments, or interviews that occur prior to or as a condition of the LEA student’s enrollment under the terms of this Agreement).

22. GENERAL PROGRAM OF INSTRUCTION.

All nonpublic agency services shall be provided consistent with the area of certification specified by CDE Certification and as defined in California Education Code section 56366 et seq.

CONTRACTOR’s general program of instruction and/or services shall utilize evidence-based practices and predictors and be consistent with LEA and CDE guidelines and certification, and provided as specified in the LEA student’s IEP and ISA. The nonpublic agency providing Behavior Intervention services shall develop a written treatment plan that specifies the nature of their nonpublic agency service for each student within thirty (30) days of enrollment and shall be provided in writing to the LEA. School-based services may not be unilaterally converted by CONTRACTOR to a substitute program or provided at a location not specifically authorized by the IEP team. All services not provided in the school setting require the presence of a parent, guardian or adult caregiver during the delivery of services, provided such guardian or caregiver have a signed authorization by the parent or legal guardian to authorize emergency services as requested. It is understood that Behavior Intervention services are limited per CDE Certification and do not constitute as an instructional program. CONTRACTOR shall not provide transportation nor subcontract for transportation services for LEA students unless the LEA and CONTRACTOR agree otherwise in writing.

23. INSTRUCTIONAL MINUTES

The total number of minutes per school day provided by CONTRACTOR should be specified in the LEA student's ISA developed in accordance with the LEA student's IEP.

24. CALENDARS.

CONTRACTOR shall be provided with a LEA-developed/approved calendar. CONTRACTOR herein agrees to observe holidays as specified in the LEA-developed/approved calendar. CONTRACTOR shall provide services pursuant to the LEA-developed/approved calendar; or as specified in the LEA student's IEP and ISA. Unless otherwise specified in the LEA student's IEP and ISA, CONTRACTOR shall provide directly related services to LEA students on only those days that the LEA student's school of attendance is in session and the LEA student attends school. CONTRACTOR shall bill LEA only for direct therapy services provided on billable days of attendance as indicated on the LEA calendar unless otherwise agreed to by the LEA. It is understood that direct therapy services may not be provided on weekends, holidays and other times when school is not in session. Indirect services such as documentation may be provided outside of billable days of attendance on the LEA calendar.

25. DATA REPORTING.

CONTRACTOR shall provide to LEA on request data related to student information and billing information concerning the services provided pursuant to this Agreement. It is understood that all nonpublic agencies shall utilize the Special Education Information System (SEIS) or comparable system approved by the LEA and SELPA for all IEP development and progress reporting. Additional progress reporting may be required by the LEA. The LEA shall provide the CONTRACTOR with appropriate software, user training and proper internet permissions to allow adequate access. The LEA shall provide the CONTRACTOR with approved forms and/or format for such data including but not limited to attendance reports and progress reports, as applicable. The LEA may approve use of CONTRACTOR provided forms at their discretion.

26. MANDATED ATTENDANCE AT LEA MEETINGS.

CONTRACTOR, through an employee, agent and/or SUBCONTRACTOR, may attend LEA mandated meetings concerning services provided pursuant to this Agreement by phone, video conference or in-person, at CONTRACTOR's sole discretion. LEA shall provide CONTRACTOR with reasonable notice of mandated meetings. Attendance at such meetings constitutes a billable service.

27. IEP TEAM MEETINGS.

An IEP team meeting shall be convened at least annually to evaluate the educational progress of each student receiving services by or through CONTRACTOR. Each LEA student shall be allowed to provide confidential input to any representative of his or her IEP team. Except as otherwise provided in the Agreement or by mutual agreement, CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, and LEA shall participate in all IEP team meetings, regarding LEA students for whom ISAs have been or may be executed. At any time during the term of this Agreement, the parent, the CONTRACTOR or the LEA may request a review of the student's IEP, subject to all procedural safeguards required by law, including reasonable notice given to and participation of the CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, in the meeting. Every effort shall be made to schedule IEP team meetings at a time and place that is mutually convenient to parent, CONTRACTOR and LEA. CONTRACTOR, through an employee and/or SUBCONTRACTOR at its sole discretion, may attend IEP team meetings by phone or by video conference..

CONTRACTOR shall provide to LEA assessments and written assessment reports by service providers upon request and/or pursuant to LEA policy and procedures. It is understood that attendance at an IEP meeting is a billable service under this Agreement.

It is understood that the CONTRACTOR shall utilize the approved electronic IEP system of the LEA such as the Special Education Information System (SEIS)(hereinafter referred to as "THE APPROVED SYSTEM") for all IEP planning and progress reporting. LEA or the SELPA shall provide training for CONTRACTOR to assure access to THE APPROVED SYSTEM. CONTRACTOR shall maintain confidentiality of all IEP data on THE APPROVED

SYSTEM and shall protect the password requirements of the system. When a student disenrolls or ceases receiving services pursuant to this Agreement from CONTRACTOR, CONTRACTOR shall discontinue use of THE APPROVED SYSTEM for that student unless otherwise asked to do so by LEA. Changes in any LEA student's educational program, including instruction, services, or instructional setting, provided under this Agreement may only be made on the basis of revisions to the student's IEP. In the event that the CONTRACTOR believes the student requires a change of placement, the CONTRACTOR may request a review of the student's IEP for the purposes of consideration of a change in the student's placement. Student is entitled to remain in the last agreed upon and implemented placement unless parent agrees otherwise or an interim alternative educational placement is deemed lawful and appropriate by LEA or OAH.

28. SURROGATE PARENTS.

CONTRACTOR shall comply with LEA surrogate parent assignments.

29. DUE PROCESS PROCEEDINGS.

CONTRACTOR, through an employee, agent, and/or SUBCONTRACTOR at its sole discretion, shall fully participate in special education due process proceedings including mediations and hearings concerning services provided pursuant to this Agreement, as requested by LEA. CONTRACTOR, through an employee, agent, and/or SUBCONTRACTOR at its sole discretion, shall also fully participate in the investigation and provision of documentation related to any complaint filed with the State of California, the Office of Civil Rights, or any other state and/or federal governmental body or agency, concerning services provided pursuant to this Agreement.

30. LEA STUDENT PROGRESS REPORTS/REPORT CARDS AND ASSESSMENTS.

On written request by LEA, CONTRACTOR shall provide to LEA progress reports, which shall include progress over time towards a LEA student's IEP goals and objectives concerning which CONTRACTOR is providing services pursuant to this Agreement. A copy of any progress reports shall be maintained at the CONTRACTOR's place of business and shall be submitted to the LEA within 10 days of request. The CONTRACTOR shall provide access to supporting documentation used to determine progress on any goal or objective, including but not limited to log sheets, observation notes, data sheets, pre/post tests, rubrics and other similar data collection used to determine progress or lack of progress on approved goals, objectives, transition plans or behavior support plans. The LEA may request such data at any time. The CONTRACTOR shall provide this data supporting progress within a commercially reasonable period. Additional time may be granted as needed by the LEA.

CONTRACTOR shall complete academic or other assessment of the LEA student with respect to goals and objectives concerning which CONTRACTOR is providing services pursuant to this Agreement one month prior to the LEA student's annual or triennial review IEP team meeting for the purpose of reporting the LEA student's present levels of performance at the IEP team meeting as required by state and federal laws and regulations and pursuant to LEA policies, procedures, and/or practices. Supporting documentation such as test protocols and data collection shall be made available to LEA upon request.

CONTRACTOR is responsible for updating of goals and objectives, progress reporting and development of present levels of performance with respect to services which CONTRACTOR is providing pursuant to this Agreement. All other assessments shall be provided by the LEA unless the LEA specifies in writing a request for CONTRACTOR assessments including the approved timelines, conditions and costs. Such assessment costs may be added to the ISA and/or approved separately by the LEA at its sole discretion. It is understood that all billable hours, excluding indirect services such as documentation, should be specified in the ISA. Supervision provided by a qualified individual as specified in Title 5 Regulation, subsection 3065, shall be determined as appropriate and included in the ISA. Supervision means the direct observation of services, data review, case conferencing and program design consistent with professional standards for each professional's license, certification, or credential. CONTRACTOR shall not charge the LEA student's parent(s) for the provision of progress reports, report cards, and/or any assessments, interviews, or meetings. It is understood that copies of data

collection notes, forms, charts and other such data are part of the pupil's record and shall be made available to the LEA upon written request.

31. LEA STUDENT CHANGE OF RESIDENCE

. Within five (5) school days after CONTRACTOR becomes aware of a LEA student's change of residence, CONTRACTOR should notify LEA of the LEA student's change of residence as specified in LEA Procedures. If CONTRACTOR had knowledge of the LEA student's change of residence boundaries and CONTRACTOR fails to follow the procedures specified in this provision, LEA shall not be responsible for the costs of services delivered after the LEA student's change of residence.

32. SERVICES AND SUPERVISION AND PROFESSIONAL CONDUCT.

If CONTRACTOR provides services on LEA public school campuses, CONTRACTOR shall comply with Penal Code Section 627.1 et. seq., and LEA procedures regarding visitors to school campuses specified by LEA policy and in the LEA procedures, and the procedures of the campus being visited. It is understood, that all employees, agents, and SUBCONTRACTORS of CONTRACTOR shall adhere to customary professional standards when providing SERVICES (as defined in Section 57). All practices shall be within the scope of professional responsibility as defined in the professional code of conduct for each profession. Reports regarding student progress shall be consistent with the provision of the contract. Except as otherwise expressly set forth herein, SERVICES are provided "as is" without any warranty and CONTRACTOR expressly disclaims any and all warranties, express, implied, or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose.

33. CONTRACTOR MATERIALS.

CONTRACTOR will own all right, title and interest (including patent rights, copyrights, trade secret rights, and all other intellectual property rights of any nature relating to the products, materials, services, designs, know-how, data, software, graphic art and similar works authored, created, contributed to, made, conceived or reduced to practice, in whole or in part, by CONTRACTOR or its agents or affiliates which arise out of the performance of services. LEA agrees to maintain (and not supplement, remove, or modify) all copyright, trademark, or other proprietary notices on any materials utilized in providing the Services. Provided LEA is not in breach of any term of this Agreement, CONTRACTOR grants LEA a non-exclusive, limited license, which license shall terminate upon expiration or termination of this Agreement, to reproduce and distribute the materials for which CONTRACTOR has the right to so grant solely to assist in the provision of services in accordance with the terms herein.

34. MONITORING.

CONTRACTOR shall comply with applicable law concerning the monitoring or auditing of its program and services to LEA students.

PERSONNEL

35. CLEARANCE REQUIREMENTS.

CONTRACTOR shall comply with applicable requirements of California Education Code section 44237 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for CONTRACTOR's employees and SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students. CONTRACTOR hereby agrees that CONTRACTOR's employees and SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students, shall not come in contact with LEA students until CDOJ and FBI clearance are ascertained. CONTRACTOR shall certify in writing to LEA that none of its employees or SUBCONTRACTORS, unless CONTRACTOR determines that the employee or SUBCONTRACTOR will have no direct contact with LEA students, who may come into contact with LEA students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's or SUBCONTRACTOR's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code Section 44237 (i) or (j). Clearance certification shall be submitted to the LEA. In addition,

with regard to employees and SUBCONTRACTORS who will have direct contract with LEA students, CONTRACTOR shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

36. STAFF QUALIFICATIONS.

CONTRACTOR shall ensure that all individuals employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR to provide classroom and/or individualized instruction or related services hold a license, certificate, permit, or other document equivalent to that which staff in a public school are required to hold in the service rendered consistent with Education Code section 56366.1(n)(1) and are qualified pursuant to Title 34 of the Code of Federal Regulations sections 200.56 and 200.58, and Title 5 of the California Code of Regulations sections 3001(y), 3064 and 3065. Such qualified staff may only provide related services within the scope of their professional license, certification or credential and ethical standards set by each profession and may not assume responsibility or authority for another related services provider or special education teacher's scope of practice. CONTRACTOR shall comply with all applicable laws and regulations governing the licensed professions, including but not limited to, the provisions with respect to supervision.

37. VERIFICATION OF LICENSES, CREDENTIALS AND OTHER DOCUMENTS.

At LEA request, CONTRACTOR shall submit to LEA a list and copies of all current licenses, credentials, permits and/or other documents which entitle the holder to provide special education and/or related services by persons employed, contracted, and/or otherwise hired or subcontracted by CONTRACTOR who will be providing services to LEA students pursuant to this Agreement. CONTRACTOR shall notify LEA in writing within thirty (30) days when personnel changes occur which may affect the provision of services to LEA students, as specified in the LEA Procedures. CONTRACTOR shall provide the CDE with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for any employee or SUBCONTRACTOR prior to such person's starting to work with any student. CONTRACTOR shall monitor the status of licenses, credentials, permits and/or other documents for all persons employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR to provide services pursuant to this Agreement. CONTRACTOR shall provide to CDE updated information regarding the status of licenses, credentials, permits and/or other documents concerning such persons' or CONTRACTOR's ability to provide such services within 45 days of known changes. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Agreement. Consistent failure to notify the LEA and CDE of major changes in credentialing/licensed staff may result in suspension or revocation of CDE certification and/or suspension or termination of this Agreement by the LEA.

38. STAFF ABSENCE.

When CONTRACTOR's service provider is absent, CONTRACTOR shall attempt to provide a qualified (as defined in section seven (7) of this Agreement and as determined by LEA) substitute, unless LEA provides appropriate coverage in lieu of CONTRACTOR's service providers. It is understood that the parent of a student shall not be deemed to be qualified substitute to provide services to their student. LEA will not pay for services unless a qualified substitute is provided and/or CONTRACTOR provides documentation evidencing the provision of "make-up" services by a qualified service provider within thirty (30) calendar days from the date on which the services should have been provided. CONTRACTOR shall not "bank" or "carry over" make up service hours under any circumstances, unless otherwise agreed to in writing by CONTRACTOR and authorized LEA representative.

39. STAFF PROFESSIONAL BEHAVIOR WHEN PROVIDING SERVICES AT SCHOOL OR SCHOOL RELATED EVENTS OR AT SCHOOL FACILITY AND/OR IN THE HOME.

It is understood that all employees, subcontractors, and volunteers of any certified nonpublic school or agency shall adhere to the customary professional and ethical standards when providing services. All practices shall only be within the scope of professional responsibility as defined in the professional code of conduct for each profession as well as any LEA professional standards as specified in Board policies and/or regulations when made available to the CONTRACTOR. For services provided on a public school campus, sign in/out procedures shall be followed

by nonpublic agency providers working in a public school classroom along with all other procedures for being on campus consistent with school and district policy. Such policies and procedures shall be made available to the CONTRACTOR. It is understood that the public school credentialed classroom teacher is responsible for the instructional program. For services provided in a pupil's home as specified in the IEP, CONTRACTOR must assure that the parent or LEA approved responsible adult is present during the provision of services. All problems and/or concerns reported to parents, both verbal and written shall also be provided to the LEA.

40. HEALTH AND SAFETY.

CONTRACTOR shall comply with all applicable federal, state, local, and LEA laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. CONTRACTOR shall comply with the requirements of California Education Code sections 35021 et. seq., 49406, and Health and Safety Code Section 3454(a) regarding the examination of CONTRACTOR's employees and volunteers for tuberculosis. At LEA request, CONTRACTOR shall provide to LEA documentation of such compliance for each individual volunteering, employed, contracted, subcontracted, and/or otherwise hired by CONTRACTOR before the individual comes in contact with a LEA student.

41. INCIDENT/ACCIDENT REPORTING.

CONTRACTOR shall submit within 24 hours, electronically, any accident or incident report to the LEA. CONTRACTOR shall properly submit required accident or incident reports pursuant to the procedures specified in LEA Procedures.

42. CHILD ABUSE REPORTING.

CONTRACTOR and its staff members will adhere to applicable child abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates.

43. SEXUAL HARASSMENT.

CONTRACTOR shall have a Sexual and Gender Identity harassment policy that clearly describes the kinds of conduct that constitutes sexual harassment and that is prohibited by the CONTRACTOR's policy, as well as federal and state law. The policy should include procedures to make complaints without fear of retaliation, and for prompt and objective investigations of all sexual harassment complaints. CONTRACTOR further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures.

44. ENROLLMENT, CONTRACTING, SERVICE TRACKING, ATTENDANCE REPORTING, AND BILLING PROCEDURES.

CONTRACTOR shall assure LEA that the agency has the necessary financial resources to provide the services provided for pursuant to this Agreement and will distribute those resources in such a manner to implement the IEP for each and every student receiving such services.

CONTRACTOR shall comply with all applicable LEA procedures concerning enrollment, contracting, attendance reporting, service tracking and billing as specified by the LEA Procedures. CONTRACTOR shall be paid for the provision of the following services (collectively, the "SERVICES"), including associated indirect services, specified in the LEA students' IEPs and ISAs. All payments by LEA shall be made in accordance with the terms and conditions of this Agreement and governed by all applicable federal and state laws. SERVICES may include but are not limited to the following:

- a. Clinical and therapy services, consultation, participation in individualized education planning and other meetings, collaboration with school staff, documentation and planning, parent contact, and service coordination
- b. Assessments, e.g., pre- and post-assessments and intervention services; initial and triennial assessments; psychoeducational assessment (PA) services; screenings. Assessments include a base rate encompassing a Review

of Records, writing an integrated report, attending the pre-assessment and results meetings, and testing set up. Additional assessments will be administered where outlined in the Student's assessment plan.

- c. Review of Records / Parent & Teacher Interviews, e.g., a cumulative file review for a student, including medical, educational, and social development histories, plus current parent and teacher interviews.
- d. Supervision of Speech-Language Pathology Assistants (SLPA), Certified Occupational Therapy Assistants (COTA), and Clinical Fellows (CF)
- e. Setup, including equipment and provision of a camera for use with PA and other services if ordered

CONTRACTOR shall maintain separate registers for any SERVICES provided by instructional assistants, behavior intervention aides and bus aides. Original attendance forms (i.e., roll books for the basic education program service tracking documents and notes for instructional assistants, behavioral intervention aides, bus aides, and each related service) shall be completed by the actual service provider and shall be available for review, inspection, or audit by LEA during the effective period of this Agreement and for a period of five (5) years thereafter. CONTRACTOR shall verify the accuracy of minutes of reported attendance that is the basis of services being billed for payment.

CONTRACTOR shall submit invoices and related documents to LEA for payment for services rendered. Invoices and related documents shall be properly submitted electronically unless another method of delivery is mutually agreed upon. Each invoice will contain information as may be requested by the LEA. Such an invoice is subject to all conditions of this Agreement. At the discretion of LEA, an electronic invoice may be required provided such notice has been made in writing and training provided to CONTRACTOR at no additional charge for such training. Invoices should be submitted no later than thirty (30) days after the end of the attendance accounting period in which the services were rendered. LEA shall make payment to CONTRACTOR based on the number of billable days of attendance and amounts specified in this contract within thirty (30) days of the invoice date. In no case shall initial payment claim submission for any fiscal year (July through June) extend beyond the following June 30th after the close of the fiscal year. In no case shall any rebilling for the fiscal year (July through June) extend beyond 12 months after the close of the fiscal year. If the billing or rebilling error is the responsibility of the LEA, then no limit is set provided that the LEA and CONTRACTOR have communicated such concerns in writing during the 12-month period following the close of the fiscal year.

45. RIGHT TO WITHHOLD PAYMENT.

LEA may withhold payment to CONTRACTOR when: (a) CONTRACTOR was overpaid by LEA as determined by mutual inspection, review, and/or audit of its program, work, and/or records; (b) CONTRACTOR has failed to provide supporting documentation with an invoice as requested; (c) education and/or related services are provided to LEA students by personnel who are not appropriately credentialed, licensed, or otherwise qualified; or (d) CONTRACTOR receives payment from Medi-Cal or from any other agency or funding source for a service provided to a LEA student. It is understood that no payments shall be made for any invoices that is not received by twelve (12) months following the close of the prior fiscal year, for services provided in that year.

Final payment to CONTRACTOR in connection with the cessation of operations and/or termination of a Master Contract will be subject to the same documentation standards described for all payment claims for regular ongoing operations. The final payment may be adjusted to offset any previous payments to the CONTRACTOR determined to have been paid in error or in anticipation of correction of documentation deficiencies by the CONTRACTOR that remain uncorrected. The amount which may be withheld by LEA with respect to each of the subparagraphs of the preceding paragraph are as follows: (a): the value of the service CONTRACTOR failed to perform; (b): the amount of overpayment; (c): the entire amount of the invoice for which satisfactory documentation has not been provided by CONTRACTOR as mutually agreed by LEA and CONTRACTOR (d): the amount invoiced for services provided by the individual not appropriately credentialed, licensed, or otherwise qualified; (e): the amount paid to CONTRACTOR by Medi-Cal or another agency or funding source for the service provided to the LEA student. If LEA determines that cause exists to withhold payment to CONTRACTOR based exclusively on the above criteria in this Section, LEA shall, within ten (10) business days of receipt of an invoice (hereinafter referred to as the "DISPUTE PERIOD"), provide to CONTRACTOR written notice that LEA is withholding payment. Such notice shall specify the basis or bases for LEA's withholding payment and the amount to be withheld. Unless CONTRACTOR

receives notice of any such dispute within the DISPUTE PERIOD, such invoice shall be considered undisputed and shall be due and payable no later than 30 days of the date of such invoice. Within thirty (30) days from the date of receipt of any notice of dispute, CONTRACTOR shall take all necessary and appropriate action to correct the deficiencies that form the basis for LEA's withholding payment or submit a written request for extension of time to correct the deficiencies. Upon receipt of CONTRACTOR's written request showing good cause, LEA shall extend CONTRACTOR's time to correct deficiencies (usually an additional thirty (30) days), otherwise payment will be denied. If after subsequent request for payment has been denied and CONTRACTOR believes that payment should not be withheld, CONTRACTOR shall send written notice to LEA specifying the reason it believes payment should not be withheld. LEA shall respond to CONTRACTOR's notice within thirty (30) business days by indicating that a warrant for the amount of payment will be made or stating the reason LEA believes payment should not be made. If LEA fails to respond within thirty (30) business days or a dispute regarding the withholding of payment continues after the LEA's response to CONTRACTOR's notice, CONTRACTOR may invoke the following escalation policy. After forty-five (45) business days: The CONTRACTOR may notify the Authorized LEA's Representative of the dispute in writing. The LEA Authorized Representative shall respond to the CONTRACTOR in writing within fifteen (15) business days. After sixty (60) business days: Disagreements between the LEA and CONTRACTOR concerning the Master Contract may be appealed to the County Superintendent of Schools or the State Superintendent of Public Instruction pursuant to the provisions of California Education Code Section 56366(c) (2). Outstanding balances shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus CONTRACTOR's reasonable costs of collection.

46. PAYMENT FROM OUTSIDE AGENCIES.

LEA understands that CONTRACTOR will not bill Medi-Cal or any other agency for the costs associated with the provision of services to LEA students. If CONTRACTOR bills Medi-Cal or any other agency is billed for the costs associated with the provision of special education and/or related services to LEA students, CONTRACTOR shall notify LEA and, upon request, shall provide to LEA any and all documentation regarding reports, billing, and/or payment by Medi-Cal or any other agency for the costs associated with the provision of special education and/or related services to LEA students.

47. STUDENT ABSENCES.

CONTRACTOR shall notify LEA of the absence of an LEA student no later than the fifth consecutive service day of the student's absence or as specified in the LEA Procedures.

48. INSPECTION AND AUDIT.

The CONTRACTOR shall maintain and the LEA shall have the right to examine and audit the books, records, documents, accounting procedures and practices and other evidence that reflects all costs claimed to have been incurred or fees claimed to have been earned under this Agreement.

CONTRACTOR may provide access, on request, to LEA to records as defined in Section 9 above. All records shall be provided to LEA by electronic means or, at LEA's request and expense, in hard copy, within a commercially reasonable period of a written request from LEA.

49. RATE SCHEDULE/ORDERING DOCUMENT.

In consideration for the Services, LEA agrees to pay CONTRACTOR, in accordance with the fees identified on the ORDERING DOCUMENT, all undisputed amounts are due within thirty (30) days of the invoice date. Outstanding balances shall accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until date paid, plus CONTRACTOR'S reasonable costs of collection.

(a) Clinical Services. The ORDERING DOCUMENT will list the clinical discipline of the services LEA purchases ("Clinical Services") referenced as SLP Services, SLP Supervision, OT Services, OT Supervision, BMH Services. These Clinical Services may be purchased as an Hourly Service or Annual Service.

- (b) Hourly Service Fee. If applicable, the ORDERING DOCUMENT may specify an Hourly Service Fee, for a particular discipline (SLP, OT, BMH) which is based on a per hour, per clinician pricing.
- (c) Annual Service Fee. If applicable, the ORDERING DOCUMENT may specify an Annual Service Fee, for a particular discipline (SLP, OT, BMH) which is based on the student group size and therapy hours (the assumptions will be listed). If LEA makes any changes, CONTRACTOR may make a pricing adjustment to the Annual Service Fee.
- (d) Student Administrative Fee. If applicable, the ORDERING DOCUMENT may specify Student Administrative Fee which will be billed in the first invoice and any Renewal Term on a per student, per service basis. At any time during the Term, if students are added to receive a Service, LEA will be billed Student Administrative Fee for those students during the month the services start.
- (e) Monthly Commitment. If applicable, the ORDERING DOCUMENT may specify a minimum dollar payment due each month during the Term (“Monthly Commitment”), excluding any Psychoeducational Assessment minimums. A Monthly Commitment fee will not be charged for (i) the month in which Services begin, or (ii) the last month of Services. If LEA’s fees are less than the Monthly commitment, LEA will be billed the difference on a quarterly basis. For the month(s) exempt from a Monthly Commitment, LEA shall pay the total fees incurred for the month.
- (f) Assessments Commitment. If applicable, the ORDERING DOCUMENT may specify the minimum number of assessments (excluding Psychoeducational Assessments) for which payment is due at the end of the Term. Screenings, review of records, and evaluations may count towards this Assessment Commitment. At the end of the Term, CONTRACTOR will reconcile the Assessment Commitment with actual Assessments given, and LEA will be invoiced for the difference if the Assessment Commitment was not met.
- (g) Psychoeducational Assessments Commitment. If applicable, the ORDERING DOCUMENT may specify a minimum fee for psychoeducational assessments for which payment is due at the end of the Term. At the end of the Term, CONTRACTOR will reconcile the Psychoeducational Assessment Commitment fee with actual Psychoeducational Assessment fees billed, and LEA will be invoiced for the difference if the Psychoeducational Assessment Commitment fee was not met.
- (h) Unplanned Student Absence Fee. If LEA cancels a session with less than 24 hours advance notice or the session does not occur due to a student absence (“Unplanned Student Absence”), LEA agrees to pay CONTRACTOR the applicable Rate for the duration of the scheduled session. If LEA has agreed to be billed for a minimum number of hours in a period, e.g., one week, the duration of the session shall be applied toward such minimum for the period in which the session was scheduled to occur.
- (i) Contracted Students. If applicable, the ORDERING DOCUMENT may specify the number of students for whom LEA has purchased Services.
- (j) Disputes. LEA may dispute an invoice no later than twenty (20) calendar days from the date of the invoice. The parties will work together in good faith to resolve any disputes as soon as possible. Upon resolution, LEA shall remit the amount owed within ten (10) calendar days.

50. DEBARMENT CERTIFICATION

CONTRACTOR certifies that:

- (a) CONTRACTOR and any of its shareholders, partners, or executive officers are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and
- (b) Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes

relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

51. REPRESENTATIONS.

LEA hereby represents and warrants to CONTRACTOR as follows:

- (a) LEA has the right, power, and authority to enter into and perform its obligations under this Agreement,
- (b) LEA has obtained all necessary consents in accordance with its operations to execute and deliver this Agreement and perform its obligations under this Agreement,
- (c) the undersigned has the right, power and authority to enter into this Agreement on behalf of LEA,
- (d) this Agreement constitutes the legal, valid and binding obligation of LEA, enforceable against LEA in accordance with its terms, subject only to the effect, if any, of (A) applicable bankruptcy and other similar laws affecting the rights of creditors generally and (B) rules of law governing specific performance, injunctive relief and other equitable remedies,
- (e) the execution, delivery, performance of and compliance with this Agreement will not, with or without the passage of time, result in any violation or be in conflict with or constitute a default under any contract to which LEA is a party or any terms or provisions thereof,
- (f) LEA will comply with any applicable law concerning SERVICES, including but not limited to obtaining informed parental consent where required, and take no action that prevents or impedes CONTRACTOR or its employees, agents or SUBCONTRACTORS from complying with any applicable law,
- (g) any authorized representative of LEA (hereinafter referred to as a "LEA AUTHORIZED INDIVIDUAL") has the authority to enter into an ORDERING DOCUMENT for the provision of services,
- (h) that LEA has verified the accuracy, completeness and appropriateness of all students' medical, educational, demographic, disciplinary, and therapeutic-related information (hereinafter referred to as "STUDENT RECORDS") prior to LEA's providing CONTRACTOR with access to such STUDENT RECORDS,
- (i) that LEA acknowledges and agrees that the professional duty to educate, supervise and treat the students lies solely with LEA, and that the provision of SERVICES in no way replaces or substitutes for the professional judgment of LEA or a SUBCONTRACTOR,
- (j) that prior to receiving services, LEA will provide CONTRACTOR with the conditions described in the Environment, Equipment and Supervision Specifications, available at <https://www.presencelearning.com/tc/eq-spec>, and other conditions as set forth by CONTRACTOR, and that if LEA does not provide CONTRACTOR with the specified conditions, as determined by CONTRACTOR in its sole discretion, within 30 days of the beginning of a TERM, CONTRACTOR does not guarantee sufficient clinician availability to provide services, and
- (k) that LEA acknowledges that CONTRACTOR is not a healthcare provider or clinician, and that it cannot and does not independently review or verify the medical accuracy or completeness of STUDENT RECORDS made available to it pursuant to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PresenceLearning, Inc.	LEA	Oxnard School District
By:	By:	
Name:	Name:	Lisa A. Franz
Title:	Title:	Director, Purchasing

Date:

Date:



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Southeast, Inc.	NAMED INSURED PresenceLearning, Inc. 180 Montgomery St Suite 1800 San Francisco, CA 94104
POLICY NUMBER See Page 1	NAIC CODE See Page 1
CARRIER See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

INSURER AFFORDING COVERAGE: Landmark American Insurance Company NAIC#: 33138
 POLICY NUMBER: LHM782386 EFF DATE: 05/12/2020 EXP DATE: 05/12/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Medical Professional Liability	Each Claim	\$5,000,000
	Aggregate	\$5,000,000
	Ded Per Claim	\$20,000

INSURER AFFORDING COVERAGE: US Specialty Insurance Company NAIC#: 29599
 POLICY NUMBER: 64-MGU-20-A49326 EFF DATE: 05/12/2020 EXP DATE: 05/12/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Crime	Liability Limit	\$1,000,000
	Deductible	\$25,000

INSURER AFFORDING COVERAGE: Everest National Insurance Company NAIC#: 10120
 POLICY NUMBER: MKLM1MML000425 EFF DATE: 05/12/2020 EXP DATE: 04/28/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Directors & Officers Liability	Each Claim	\$5,000,000
	Aggregate	\$5,000,000
	Retention	\$100,000

INSURER AFFORDING COVERAGE: Everest National Insurance Company NAIC#: 10120
 POLICY NUMBER: MKLM1MML000425 EFF DATE: 05/12/2020 EXP DATE: 04/28/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Employment Practices Liability	Each Claim	\$5,000,000
	Aggregate	\$5,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED PresenceLearning, Inc. 180 Montgomery St Suite 1800 San Francisco, CA 94104	
POLICY NUMBER See Page 1		NAIC CODE See Page 1	
CARRIER See Page 1		EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: Everest National Insurance Company NAIC#: 10120
 POLICY NUMBER: MKLM1MML000425 EFF DATE: 05/12/2020 EXP DATE: 04/28/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Fiduciary Liability	Each Claim	\$1,000,000
	Aggregate	\$1,000,000

INSURER AFFORDING COVERAGE: Continental Insurance Company NAIC#: 35289
 POLICY NUMBER: 6081321737 EFF DATE: 07/01/2020 EXP DATE: 07/01/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Property	Blanket Personal Prop	\$549,116
	Blanket BI & Expense	\$1,000,000

INSURER AFFORDING COVERAGE: Continental Insurance Company NAIC#: 35289
 POLICY NUMBER: 6081321110 EFF DATE: 07/01/2020 EXP DATE: 07/01/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation (CA)	E.L. EACH ACCIDENT	\$1,000,000
Per Statute	E.L. DISEASE - EA EMP	\$1,000,000
	E.L. DISEASE-POL LMT	\$1,000,000

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: March 17, 2021

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #20-141 – EDU Healthcare LLC (DeGenna/Edwards)

EDU Healthcare LLC will provide supplemental staffing to the Oxnard School District on an “as needed” basis. EDU Healthcare LLC will be responsible for payment of each of their service provider’s wages and insurance, including workers compensation, and general liability. The Oxnard School District will provide all orientation, support, facilities, and training for service providers.

Services will include:

- Speech Language Therapist

FISCAL IMPACT:

Not to exceed \$102,400.00 – Special Education Funding

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-141 with EDU Healthcare LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #20-141, EDU Healthcare LLC \(5 Pages\)](#)
[Certificate of Insurance \(2 Pages\)](#)



ACCOUNT SERVICES CONTRACT

This **ACCOUNT SERVICES CONTRACT** (the "Agreement") is made and entered into and effective on 3/17/2021 by and between EDU Healthcare, LLC, a North Carolina limited liability company ("EDU HEALTHCARE") and Oxnard School District, "Account" located at 1051 South A St. Oxnard CA 93030

(Collectively referred to as "Parties")

1. INTRODUCTION

EDU HEALTHCARE is a workforce solutions provider engaged in the business of recruiting, staffing, placing, and managing providers of occupational, speech, physical and psychological therapy, audiology, nursing care, and related health care services (the "Services"). Account desires EDU HEALTHCARE to supply one or more of its staff members ("Provider") to render such services to the students ("Students") of Account. To that end the Parties enter into this Agreement:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, EDU HEALTHCARE and Account hereto intending to be legally bound, agree as follows:

2. TERM AND TERMINATION

This Agreement shall continue for a term outlined in Schedule A, subject to the provisions contained in this section. This Agreement may be terminated as a result of the following:

- 2.1 Death or disability of the Provider assigned to Account. For these purposes "disability" means a physical or mental impairment that that prevents performance of essential job functions, with or without accommodation;
- 2.2 Termination of the at-will employment relationship between EDU HEALTHCARE and the Provider, which prevents the rendering of Services to the Account's Students;
- 2.3 By EDU HEALTHCARE for a material breach of this Agreement. For these purposes, a material breach can include, but is not limited to:
 - 2.3.1 Account's failure to pay invoices in a timely fashion;
 - 2.3.2 The reasonable belief by EDU HEALTHCARE that Account is violating any federal or state anti-discrimination or workplace law or regulation after EDU HEALTHCARE has put Account on notice of its concern and Account has failed to promptly correct the perceived violation.
- 2.4 By Account upon thirty (30) days prior written notice for Cause. For purposes of this Agreement, the term "Cause" shall mean acts or a willful failure to act by Provider or Providers that results in providing poor Services to Account's Students. Account shall immediately inform EDU HEALTHCARE and submit written documentation when such an act occurs. When this Agreement is terminated in accordance with Section 2, any unsatisfied obligation that arose prior to the termination date shall survive the termination until satisfied.

3. DUTIES AND OBLIGATIONS OF EDU HEALTHCARE

- 3.1 EDU HEALTHCARE shall provide the Services under the terms of this Agreement and in accordance with the requirements of federal, state, and local laws and applicable rules and regulations. EDU HEALTHCARE is in compliance, and will maintain compliance with all applicable laws, including but not limited to billing, claims, submission laws and regulations in the performance of its services.
- 3.2 EDU HEALTHCARE will keep such records relating to the Services rendered pursuant to this Agreement. Providers will assist Account in maintaining Student records in accordance with accepted professional standards and practices, and in a manner designed to facilitate retrieval of necessary data. Upon request by Account, EDU HEALTHCARE shall make available all records in its possession or control concerning Students of the Account, to ensure easy access for any possible future audits. EDU HEALTHCARE shall retain Student records for the period (s) required by state and federal law, but in no event for less than ten (10) years from the date the Services were rendered.
- 3.3 EDU HEALTHCARE will recruit, screen, interview, and assign Providers to meet Account's needs.
- 3.4 EDU HEALTHCARE will require all Providers to sign confidentiality agreements by which they promise to protect the Account's confidential information and the Student's medical information.

Account Initials _____ Date _____

- 3.5 EDU HEALTHCARE will pay wages to employees in accordance with applicable state and federal laws governing wage and hour and wage payment.
- 3.6 EDU HEALTHCARE will make all required withholdings for payroll and income taxes from employee's wages and will pay workers compensation insurance premiums and unemployment taxes.

4. DUTIES AND OBLIGATIONS OF ACCOUNT

- 4.1 Account shall provide written policies and procedures for Services, and shall comply in all material respects with applicable state and federal laws and regulations.
- 4.2 Account shall maintain individual Student records in accordance with state and federal law. Account shall make available to EDU HEALTHCARE and its Providers for review and inspection, upon reasonable request, individual records necessary for the proper evaluation and treatment of the Student. EDU HEALTHCARE agrees to maintain the confidentiality of such records in accordance with applicable law.
- 4.3 Account shall promptly notify EDU HEALTHCARE of any issues or concerns it has with a Provider, whether related to attendance, performance, failure to adhere to Account's workplace policies, procedures, or any other matter.
- 4.4 Account shall immediately inform EDU HEALTHCARE if it suspects that EDU HEALTHCARE is making any billing errors, or that a Provider is engaging any fraudulent activity, or is violating or has violated any law.

5. MATERIALS

Account shall make available adequate materials and supplies, working and storage space to Provider, so to enable Provider to render the Services contemplated by this Agreement. This shall include reasonable use of Account's copy machine, fax machine, email, computer, service materials, and telephone. Account shall maintain the space in compliance with all applicable laws, rules, and regulations.

6. NO MATERIAL CHANGE

Account shall make no material change in the duties of a Provider without EDU HEALTHCARE'S written consent to the material change.

7. COMPENSATION

Account shall compensate EDU HEALTHCARE for all Services rendered. Payment will be made in accordance with the attached Schedule A. Invoices not paid, outlined in Schedule A, shall be charged interest compounding monthly and equal to one percent (1%) of the total invoice value. The amount set forth on Schedule A may be modified only upon written consent of Account and EDU HEALTHCARE. Travel from facility to facility will be reimbursed to EDU HEALTHCARE based upon the Standard Federal Mileage Reimbursement Rate. Furthermore, Account shall be responsible for all fees and costs related to collection of such amount, including but not limited to reasonable attorney's fees.

8. RECRUITMENT

Account agrees that for a period of two (2) years following the termination of this Agreement, Account shall not employ any individual who was a Provider of EDU HEALTHCARE during the period of this Agreement, without the written consent of EDU HEALTHCARE. Such employment shall include the contracting of a former Provider of EDU HEALTHCARE by Account through a third-party source.

9. ASSIGNMENT

Account will not transfer or assign this Agreement without EDU HEALTHCARE's written consent.

10. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that EDU HEALTHCARE is an independent contractor rendering Services pursuant to this Agreement through its Provider. The Account shall neither have nor exercise any control or direction over the methods by which Provider will render Services. Provider will render Services pursuant to this Agreement in accordance with the accepted methods and standards of the relevant professional specialty. The Account shall have the right to request Services, but not to control the manner in which the Services are rendered. Nothing contained in this Agreement shall be construed to make Provider the employee of the Account.

11. CONFIDENTIALITY

EDU HEALTHCARE and Account agree to maintain the confidentiality of information contained in this Agreement and the medical records of Account's Students. Account and EDU HEALTHCARE agree they are Covered Entities and subject to all applicable HIPAA regulations. The medical record information may be disseminated as permitted or required by law.

12. INDEMNIFICATION

- 12.1 To the extent permitted by law, EDU HEALTHCARE will defend, indemnify, and hold Account and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by EDU HEALTHCARE's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in this Agreement; or the negligence, gross negligence, or willful misconduct of EDU HEALTHCARE's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

Account Initials _____ Date _____

- 12.2 To the extent permitted by law, Account will defend, indemnify, and hold EDU HEALTHCARE and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Account's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in this Agreement; or the negligence, gross negligence, or willful misconduct of Account or Account's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
- 12.3 Neither Party shall be liable for or be required to indemnify the other Party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
- 12.4 As a condition precedent to indemnification, the Party seeking indemnification will inform the other Party within ten business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other Party; and the Party seeking indemnification will cooperate in the investigation and defense of any such matter.
- 12.5 The provisions in this section constitute the complete agreement between the parties with respect to indemnification, and each Party waives its right to assert any common-law indemnification or contribution claim against the other Party.

13. INSURANCE

Each Party each shall obtain and keep in force, during the term of this Agreement, at its own individual cost and expense, adequate insurance to insure against liability to any person or property arising from the acts or omissions of its own employees, agents, independent contractors, and servants. Additionally, the Parties agree to provide thirty (30) days advance notice of the amendment, termination, or cancellation of said policy.

14. ATTORNEY'S FEES

- 14.1 If any action is brought by either party to enforce or interpret the provisions of this Agreement, each party shall be responsible for its own costs in bringing or defending such action, including court costs and attorney's fees, except to the extent this Agreement provides otherwise.
- 14.2 The Parties agree to cooperate fully and to provide assistance to the other Party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by, or that may involve, a Provider.

15. CIVIL RIGHTS

Each party agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964, and the Age Discrimination in Employment Act, and all other applicable state and federal anti-discrimination laws and all regulations promulgated pursuant thereto, to the end that no person shall on the grounds of race, color, sex, religion, national origin, disability, sexual orientation, gender identity, age, or other protected characteristic be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the provision of any care or services.

16. FEDERAL BUDGET RECONCILIATION ACT

Until the expiration of four (4) years from the date of this Agreement, pursuant to Title 42, Section 1395 (x) (v) (1) (A) of the United States Code, EDU HEALTHCARE shall make available upon written request of the Secretary of the United States Department of the Health and Human Services, or upon the request of the Controller General of the United States General Accounting Office, or any of their duly authorized representatives, copies of such documents as are necessary to substantiate the nature and costs associated with the Services performed by EDU HEALTHCARE under the terms of the Agreement.

17. CAUSES BEYOND CONTROL

Neither Party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming Party.

18. DEFAULT

- 18.1 If an Event of Default by Account occurs, in addition to the right to terminate this Agreement, EDU HEALTHCARE may seek any other remedy available to it in law or in equity on account of such default. Additionally, any amounts due for Services provided by EDU HEALTHCARE shall be immediately paid to EDU HEALTHCARE.
- 18.2 Notwithstanding any other provision of this Agreement, either party may terminate this Agreement immediately in the event of a default ("Event of Default") by the other party. With respect to Account, it shall be an "Event of Default" hereunder: (a) if Account shall fail to keep, observe or perform any material term or provision of this Agreement and such default shall continue for a period of ten (10) days after written notice thereof shall have been given to Account by EDU HEALTHCARE, which notice shall specify the event or events constituting the default; (b) if Account shall petition for reorganization or liquidation under in the Bankruptcy Court, or apply for, or consent to, the appointment of a receiver, trustee or liquidator of Account, or of the facility at which Services are being rendered, or admit in writing its respective inability to pay its respective debts as they become due, make a general assignment for the benefit of creditors, or otherwise evidence its insolvency or (c) if Account ceases to be the licensed operator of the facility at which Services are being rendered.

19. NOTICE

Any notice required to be given to a party to this Agreement shall be in writing and shall be considered effective as of the date of receipt by the notified party. All such notices shall be sent by United States mail, certified mail, return receipt requested, postage prepaid, addressed as set forth below:

Account Initials _____ Date _____

If to EDU HEALTHCARE: PO Box 2400
Cornelius, NC 28031

If to Account: Oxnard School District
1051 South A St. Oxnard CA 93030

20. GOVERNING LAW

This Agreement, and any modification of this Agreement, shall be governed by and construed in accordance with the laws of the state in which Services are provided.

21. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

22. MISCELLANEOUS

22.1 Provisions of this Agreement, which by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.

22.2 This Agreement and Schedule A, and any other exhibits attached to it contain the entire understanding between the Parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.

22.3 The failure of a Party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such Party thereafter to enforce each and every provision of this Agreement.

22.4 This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above mentioned.

ACCOUNT

EDU HEALTHCARE, LLC

Account: Oxnard School District

By: _____

Matthew Lewis, VP

Signature: Lisa A. Franz, Director, Purchasing

Date: _____

Date: _____

Account Initials _____ Date _____



ACCOUNT SERVICE CONTRACT - SCHEDULE A

This Schedule A is made part of the Account Services Contract entered by and between EDU HEALTHCARE, LLC, ("EDU HEALTHCARE") and the Account identified below.

PROVIDER PLACEMENT DETAILS:

Provider Name: Tonya Stovall Term: 2020-2021 school year, per school calendar
Services Provided: Speech language pathology services Hours: 40 hours per week

RATE & PAYMENT DETAILS:

Bill Rate: \$80/Per Hour
Payment: Due fifteen (15) calendar days from invoice date.

ADDITIONAL INFORMATION:

Comments:

ACCOUNT

EDU HEALTHCARE, LLC

Account: Oxnard School District
Signature: _____
 Lisa A. Franz, Director, Purchasing
Date: _____

By: _____
 Matthew Lewis, VP
Date: _____

Lynne Nicol
Lynne Nicol (Mar 1, 2021 14:44 EST)

Account Initials _____ Date _____

DESCRIPTIONS (Continued from Page 1)

Oxnard School District is additional insured regarding General Liability if required by written/executed contract before a loss.

OSD BOARD AGENDA ITEM

Name of Contributor: Ruth Quinto

Date of Meeting: March 17, 2021

Agenda Section: Section F: Board Policies, Second Reading

Second Reading and Adoption of Revisions to E 9270 – Conflict of Interest (Quinto)

Revisions the district's Conflict of Interest code, E 9270 were made to designated positions due to new positions titles created and the elimination of a position title. These changes will be forwarded to the County Clerk of the Board's office after the revised policy is adopted at second reading.

Deleted language is indicated by ~~strikethrough~~ font, and added language is indicated by *italicized* font.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees adopt the revisions to E 9270 as presented.

ADDITIONAL MATERIALS:

Attached: [E 9270 \(3 pages\)](#)

CONFLICT OF INTEREST

**Conflict of Interest Code of the
Oxnard School District**

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Board of Trustees members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the enclosed Appendix. Persons holding positions designated in the Appendix shall file Form 700 Statements of Economic Interests with the filing officer specified for that position in said Appendix. The respective filing officer shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

1. **Category 1:** A person designated Category 1 shall disclose:
 - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. **Category 2:** A person designated Category 2 shall disclose:
 - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
 - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

CONFLICT OF INTEREST (continued)

3. **Full Disclosure:** Because it has been determined that the district's Board members and Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

Designated Positions

<u>Designated Position</u>	<u>Disclosure Category</u>	<u>Filing Officer *</u>
Board of Trustees Members	3	COB
Personnel Commission Members	1	OSD
District Superintendent	3	OSD
Deputy/Assistant Superintendent	1	OSD
Director, Pupil Services	2	OSD
Director, Curriculum, Instruction and Accountability	2	OSD
Director, Dual Language Programs	2	OSD
Director, Special Education	2	OSD
Director, English Learner Services	2	OSD
Principals	2	OSD
Chief Information Officer	2	OSD
Director, Facilities	2	OSD
Director, Classified Human Resources	2	OSD
Director, Certificated Human Resources	2	OSD
Director, Child Nutrition Services	2	OSD
Director, Early Childhood Education Programs	2	OSD
Director, Purchasing	2	OSD
Director, Finance	2	OSD
Director, Transportation	2	OSD
<i>Director, Enrichment and Specialized Programs</i>	2	<i>OSD</i>
<i>Director, Network Operations</i>	2	<i>OSD</i>
Consultants	2	OSD

*COB = County Clerk of the Board; OSD = Oxnard School District

CONFLICT OF INTEREST (continued)**Disclosures for Consultants**

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18701)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18702.2 or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18701)

Exhibit
version: October 10, 2018
revised: March , 2021

OXNARD SCHOOL DISTRICT
Oxnard, California