

# 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, June 2, 2021

5:00 PM - Study Session  
5:30 PM - Closed Session to Follow  
7:00 PM - Return to Regular Board Meeting

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

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

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

#### Or join by phone:

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

US: +1 669 900 6833

Webinar ID: 827 6085 6495

**\*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](http://osdtv.oxnardsd.org)

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

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

**Section A: PRELIMINARY**

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

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

ROLL CALL VOTE:

Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Martinez \_\_\_\_, Robles-Solis \_\_\_\_, Cordes \_\_\_\_

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

Dr. Matthew Rubin, Principal, Kamala School, will introduce Yesenia Martinez, 6th grade student at Kamala, 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 Carmelo Betanzos, 8th grade student at Kamala, and in Spanish by Elizabeth Herrera, 6th grade student at Kamala.

**A.4. Presentation by Kamala School**

Dr. Matthew Rubin, Principal, Kamala School, will provide a short presentation to the Board regarding Kamala. Tokens of appreciation will be forwarded via U.S. Mail to the Kamala students that participated in the Board Meeting.

**A.5. Adoption of Agenda (Superintendent)**

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Martinez \_\_\_\_, Robles-Solis \_\_\_\_, Cordes \_\_\_\_

**A.6. Study Session - Student Profile and Strategic Plan Goals (Aguilera-Fort)**

The Board of Trustees will receive a presentation regarding the Student Profile and Strategic Plan Goals.

**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**

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

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
  - Public Employee Evaluation
  - Continuation of District Superintendent's Evaluation

**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.

**Section B: PUBLIC COMMENT/HEARINGS**

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

Instructions on how to comment on Zoom via web or phone are available at:  
<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.  
<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

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

Las instrucciones para comentar en Zoom vía video conferencia o por teléfono están disponibles en:  
<https://support.zoom.us/hc/en-us/articles/201362663> -Joining-a-meeting-by-phone.  
<https://support.zoom.us/hc/en-us/articles/205566129> -Raise-Hand-In-Webinar.

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

**B.2. Public Hearing - Oxnard School District 2021-22 Local Control Accountability Plan (LCAP) (DeGenna)**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees open the public comment period for the Oxnard School District 2021-22 Local

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Control Accountability Plan (LCAP) prior to its approval at the June 23, 2021 Board meeting.

**B.3. Public Hearing: Oxnard School District 2021-22 Budget (Quinto/Crandall Plasencia)**

A virtual public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2021-22 Budget prior to its adoption at the June 23, 2021 Board meeting.

**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:

Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Martinez \_\_\_\_, Robles-Solis \_\_\_\_, Cordes \_\_\_\_

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

**C.1. Request for Approval of Increase to Meal Prices (Quinto/Lugotoff)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Child Nutrition Services that the Board of Trustees approve the increased meal price of \$2.85 for paid lunch, effective the 2021-22 fiscal year, in order to comply with the Healthy, Hunger-Free Kids Act of 2010.

**C.2. Disclosure of Collective Bargaining Agreement with OEA (Quinto/Crandall Plasencia)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for Oxnard Educators Association (OEA), as presented.

**C.3. Disclosure of Collective Bargaining Agreement with OSSA (Quinto/Crandall Plasencia)**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for Oxnard Support Services Association (OSSA), as presented.

**C.4. Personnel Actions (Torres/Batista/Nair)**

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

**C.5. Establish/Abolish/Increase/Reduce Hours of Positions (Torres/Nair)**

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

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## **Section C: APPROVAL OF AGREEMENTS**

It is recommended that the Board approve the following agreements:

### **C.6. Approval of Agreement #20-173 – Kristine Mraz, LLC (DeGenna/Cordes)**

It is the recommendation of the Principal, Lemonwood School, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #20-173 with Kristine Mraz LLC, to provide 20 hours of virtual professional development to K-5th grade teachers at Lemonwood School to increase the capacity of teachers to deliver effective, data driven instruction in writing; to gain familiarity and comfort with the structures, materials and technology of balanced literacy; and to build collaborative relationships within and beyond grade levels, from June 3, 2021 through June 30, 2021, in the amount not to exceed \$6,000.00, to be paid out of S/C Intervention funds.

### **C.7. Approval of Agreement #20-176 – Read.Write.Think., LLC (DeGenna/Cordes)**

It is the recommendation of the Principal, Lemonwood School, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #20-176 with Read.Write.Think., LLC, to provide 20 hours of professional development to Lemonwood 6th-8th grade staff through a combination of workshops and demonstrations with the whole staff, and individualized or paired meetings and virtual classroom lab sites and demonstrations, for the period of June 3, 2021 through June 30, 2021, in the amount not to exceed \$6,000.00, to be paid out of S/C Intervention funds.

### **C.8. Approval of Agreement #21-02, City of Oxnard Recreation and Community Services ASES Contract for the After School Program 2021-2022 (DeGenna/Shea)**

It is the recommendation of the Director, Enrichment and Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-02 with the City of Oxnard Recreation and Community Services, to provide the After School Program for Oxnard School District that meets the requirements of the After School Education and Safety Grant, for the 2021-2022 school year, in the amount not to exceed \$2,500,000.00 plus reimbursement for ASES funded supplemental grant activities, and “Additional Services” not to exceed \$250,000.00, to be paid from the After School Education and Safety (ASES) Grant.

### **C.9. Approval of Agreement #21-08 – Reading Horizons (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-08 with Reading Horizons, to provide professional development training for Mild to Moderate Teachers and Resource Specialists in the Special Education Services Department, July 1, 2021 through June 30, 2026, in the amount not to exceed \$778,268.75, to be paid out of Special Education Funds.

### **C.10. Approval of Agreement/MOU #21-09 – Hip Hop Mindset (DeGenna/Shea)**

It is the recommendation of the Manager, Enrichment & Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-09 with Hip Hop Mindset, to provide hip hop dance lessons to students in the Oxnard School District After School Program, July 1, 2021 through June 30, 2022, in the amount of \$60,000.00, to be paid with ASES Grant Funds.

### **C.11. Approval of Agreement/MOU #21-10 – Ventura County Office of Education – Math Program (DeGenna/Shea)**

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It is the recommendation of the Manager, Enrichment & Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-10 with the Ventura County Office of Education, to provide professional development to the Oxnard Scholars after school program staff that will assist the Oxnard Scholars lead staff and Manager, Enrichment & Special Programs in supporting the Oxnard Scholars staff with the implementation of Common Core State Standards, July 1, 2021 through June 30, 2022, in the amount not to exceed \$21,800.00, to be paid out of ASES Grant Funds.

**C.12. Approval of Agreement #21-11, Sports For Learning (DeGenna/Shea)**

It is the recommendation of the Director, Enrichment and Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-11 with Sports For Learning, to provide Social Emotional Learning and Physical activity for the students who attend the Summer Writing, Science, and Math Camp, July 6, 2021 through July 30, 2021, in the amount not to exceed \$173,280.00, to be paid out of ASES Grant Funds.

**C.13. Approval of Agreement #21-12 – California Lutheran University – Teaching Internship Agreement (Torres/Batista)**

It is recommended by the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #21-12 with California Lutheran University, to allow students from CLU to obtain suitable clinical experience through supervised teaching to students enrolled in the multiple and single subject, and educational specialist initial teaching credential program, August 1, 2021 through July 31, 2026, at no cost to the district.

**C.14. Approval of Agreement #21-13 – California Lutheran University – Student Teaching Agreement (Torres/Batista)**

It is the recommendation of the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #21-13 with California Lutheran University, to allow students from CLU to obtain suitable elementary education teaching practicum experience, August 1, 2021 through July 31, 2026, at no cost to Oxnard School District.

**C.15. Approval of Agreement #21-22 – Art Trek Inc. (DeGenna/Shea)**

It is the recommendation of the Manager, Enrichment & Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-22 with Art Trek Inc., to provide lessons, materials, coaching, and activities for students participating in the ASES program for the period of July 1, 2021 through June 30, 2022, in the amount not to exceed \$34,500.00, to be paid from the Unrestricted General Fund.

**Section C: RATIFICATION OF AGREEMENTS**

It is recommended that the Board ratify the following agreements:

**C.16. Ratification of Amendment #1 to Agreement #20-133 with Dr. Michael McQuillan, OD (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #20-133 with Dr. Michael McQuillan, OD, to adjust the total expected cost for providing Independent Evaluator Services to the Special Education Services Department during the 2020-2021 academic year, in the amount of \$6,000.00, to be paid with Special Education Funds.

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**C.17. Ratification of Agreement #20-167 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-167 with VCOE, to provide exceptional services to special education student #DR022207 that consist of support from Special Circumstances Paraeducators (SCPs), including Extended School Year, in the amount not to exceed \$18,881.15, to be paid out of Special Education funds.

**C.18. Ratification of Agreement #20-172, Ventura County Office of Education (DeGenna/Shea)**

It is the recommendation of the Director, Enrichment and Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #20-172 with the Ventura County Office of Education, to provide K12 Strong Workforce Program (SWP) funding to support career exploration in high demand fields such as Nursing and STEAM, July 1, 2020 through December 31, 2022, grant award to Oxnard School District in the amount of \$45,500.00.

**C.19. Ratification of Agreement #20-174, Collaborative Learning Solutions LLC (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-174 with Collaborative Learning Solutions LLC, to provide consultation and technical assistance with Disproportionality and Significant Disproportionality to the Special Education Services Department during the 2020-2021 and 2021-2022 academic years, in the amount of \$45,000.00, to be paid with Special Education Funds.

**C.20. Ratification of Agreement #20-175 – Ojai Unified School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-175 with Ojai Unified School District, to provide services for Ojai Unified School District student #RS082617 for the 2020-2021 school year that are consistent with the pupil's individual educational plan as specified in the Individual Service Agreement, Oxnard School District will receive reimbursement in the amount of \$10,343.11.

**Section D: ACTION ITEMS**

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

**D.1. Approval of Student Profile (Aguilera-Fort)**

It is the recommendation of the Superintendent that the Board of Trustees approve the Student Profile, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Martinez \_\_\_\_, Robles-Solis \_\_\_\_, Cordes \_\_\_\_

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**D.2. Approval of the Oxnard School District and Oxnard Educators Association (“OEA”) 2020-2021 Collective Bargaining Agreement (Torres)**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve the 2020-2021 Collective Bargaining Agreement between the District and the Oxnard Educators Association (OEA), as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Martinez \_\_\_\_, Robles-Solis \_\_\_\_, Cordes \_\_\_\_

**D.3. Approval of One-Time Stipend to Comply with COVID-19 Pandemic and Return to In-Person Learning Testing Requirements for OSSA Unit Members (Torres)**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve a 2% off schedule one-time stipend for OSSA unit members, for submitting and providing the results of periodic COVID-19 testing, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez \_\_\_\_, Lopez \_\_\_\_, Martinez \_\_\_\_, Robles-Solis \_\_\_\_, Cordes \_\_\_\_

**Section F: BOARD POLICIES**

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

**F.1. First Reading - BP and AR 1312.3 Uniform Complaint Procedures (Torres)**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees receive the revisions to BP and AR 1312.3 for a first reading. This item will be presented for second reading and adoption at the June 23, 2021 regular Board meeting.

**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.

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**G.3. ADJOURNMENT**

Moved:

Seconded:

Vote:

Time Adjourned \_\_\_\_\_

**ROLL CALL VOTE:**

Madrigal Lopez \_\_, Lopez \_\_, Martinez \_\_, Robles-Solis \_\_, Cordes \_\_

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, May 28, 2021.

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section A: Preliminary

### **Study Session - Student Profile and Strategic Plan Goals (Aguilera-Fort)**

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The Board of Trustees will receive a presentation regarding the Student Profile and Strategic Plan Goals.

**FISCAL IMPACT:**

N/A

**RECOMMENDATION:**

Information only.



# OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501 • [www.oxnardsd.org](http://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.

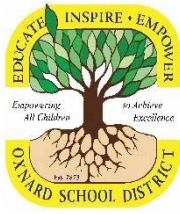
The Oxnard School District has taken the following steps to utilize technology to facilitate public participation during our upcoming board meetings in order to comply with public health guidance during the COVID-19 pandemic:

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

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

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

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



# OXNARD SCHOOL DISTRICT

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## 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](http://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](mailto: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](mailto:mnoriega@oxnardsd.org) o a Lydia Lugo Dominguez en [llugodominguez@oxnardsd.org](mailto:llugodominguez@oxnardsd.org) o llame al 805-385- 1501, ext. 2032.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section B: Hearing

### **Public Hearing-Oxnard School District 2021-22 Local Control Accountability Plan, LCAP (DeGenna)**

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In keeping with the requirements of the Local Control Funding Formula (LCFF), a public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2021-2022 Local Control and Accountability Plan (LCAP) prior to its adoption at the June 23, 2021 Board Meeting.

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Educational Services, that the Board of Trustees open the public comment period for the Oxnard School District 2021-22 Local Control Accountability Plan (LCAP).

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth Quinto

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section B: Hearing

### **Public Hearing: Oxnard School District 2021-22 Budget (Quinto/Crandall Plasencia)**

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A virtual public hearing will be held for the Board to announce the opening of the public comment period to receive input on the Oxnard School District 2021-22 Budget prior to its adoption at the June 23, 2021 Board meeting.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees open the public comment period for the Oxnard School District 2021-22 Budget.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Proposed Budget Overview presentation \(16 pages\)](#)

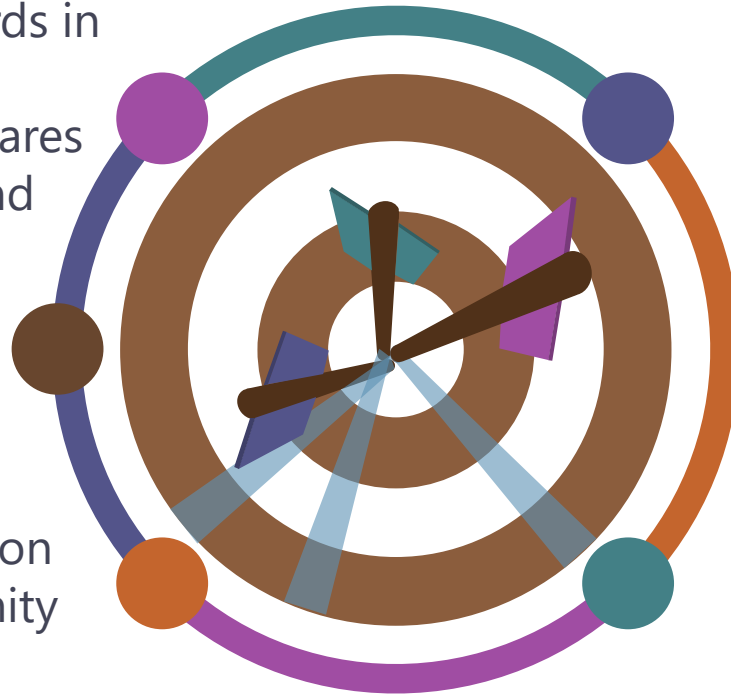


# Proposed Budget 2021-22 Fiscal Year

*Presenters:*  
*Ruth F. Quinto, CPA*  
*Assistant Superintendent, Business and Fiscal Services*  
*Mary Crandall Plasencia, Director of Finance*

## 2 Budget Development Guiding Principles

➤ All students will achieve high academic standards in a nurturing, creative environment that prepares students for college and career opportunities.



➤ All students will continue to be provided with programs and services that contribute to their well-being, safety and connectedness

➤ Improve communication with parents, community and staff.

➤ Fiscal stability and welcoming and clean school environments





# 3 Overview

- State economic overview
- May Revise updates and budget assumptions
- Second Interim summary
- Enrollment trends and projections
- Summary of Proposed Budget for 2021/22
- Proposed increase and expansion of initiatives and investments
- Upcoming Budget Actions



# 4

## State Economic Overview

- California's economy – “California is turning the corner on its most challenging year in recent history”
- Unemployment Rates as of March 2021
  - National – 6.0%
  - State – 8.3%
  - Ventura County – 6.8%



5

# Updating State Budget Impacts – January Proposal to May Revise

## Governor's January Proposed Budget

LCFF COLA 3.84%

SPED COLA 1.5%

STRS Rate 15.92%

PERS Rate 23.0%

Unemployment Rate 0.05%

Cash Deferrals – \$3.7 billion

## Governor's May Revise

LCFF COLA 5.07%

SPED COLA 4.05%

STRS Rate 16.92%

PERS Rate 22.91 %

Unemployment Rate 1.23%

Cash Deferrals – \$2.6 billion

## Net Change

\$2.5 million

\$250,000

**Total Ongoing Revenue Changes \$2.75 million**

\$800,000

\$70,000

**Total Ongoing Expense Changes \$2.0 million**

\$1.1 million



# Projected Employer Pension Increases



- 2013/14 – 8.25%
- 2014/15 – 8.88%
- 2015/16 – 10.73%
- 2016/17 – 12.58%
- 2017/18 – 14.43%
- 2018/19 – 16.28%
- 2019/20 – 17.10%
- 2020/21 – 16.15%
- **2021/22 – 16.92%**
- **2022/23 – 19.10%**
- **2023/24 – 19.10%**



- 2013/14 – 11.442%
- 2014/15 – 11.771%
- 2015/16 – 11.847%
- 2016/17 – 13.888%
- 2017/18 – 15.531%
- 2018/19 – 18.062%
- 2019/20 – 19.721%
- 2020/21 – 20.700%
- **2021/22 – 22.91%**
- **2022/23 – 26.10%**
- **2023/24 – 26.10%**



CA Unemployment Rate for School Employers  
 One-year increase in 2021-22 from 0.05% to 1.23%,  
 an increase of **\$850,000** for Oxnard School District.

7








# Proposed Budget Assumptions

Planning Factor	2021/22	2022/23	2023/24
Estimated Funded ADA (Average Daily Attendance)	15,184	14,345	13,914
Funded UPP (Unduplicated Pupil Percentage portion of students with higher needs)	90.66%	90.70%	90.60%
Estimated Cost of Living Adjustment (COLA) Applied to State Funded Programs	1.70% 5.07%	2.48%	3.11%
Step & Column	1.2%	1.2%	1.2%
STRS (Employer Contribution to Teachers Retirement System)	16.92%	19.10%	19.10%
PERS (Employer Contribution to Public Employees Retirement System)	22.91%	26.10%	27.10%
Consumer Price Index (CPI) Applied to Non-Salary Related Expenditures	3.84%	2.40%	2.23%



8

# Other May Revise Proposals

-  New Concentration Grant formula and requirements - \$1.1 billion
-  Targeted Intervention Grant - \$2.6 billion to supplement the Expanded Learning Opportunities Grant
-  In-Person Instruction Health and Safety Grant - \$2 billion to supplement the In-Person Instruction Grant
-  Summer and Afterschool Programs - \$1 billion in 2021-22, growing to \$5 billion in 2025-26
-  Universal Transitional Kindergarten for all four-year-olds by 2024-25 - \$3.7 billion over next four years
-  Educator Investments to build the teacher pipeline, encourage educator retention, and provide professional training - \$3.3 billion
-  Child Nutrition investments to increase student access to subsidized breakfast and lunch meals - \$150 million





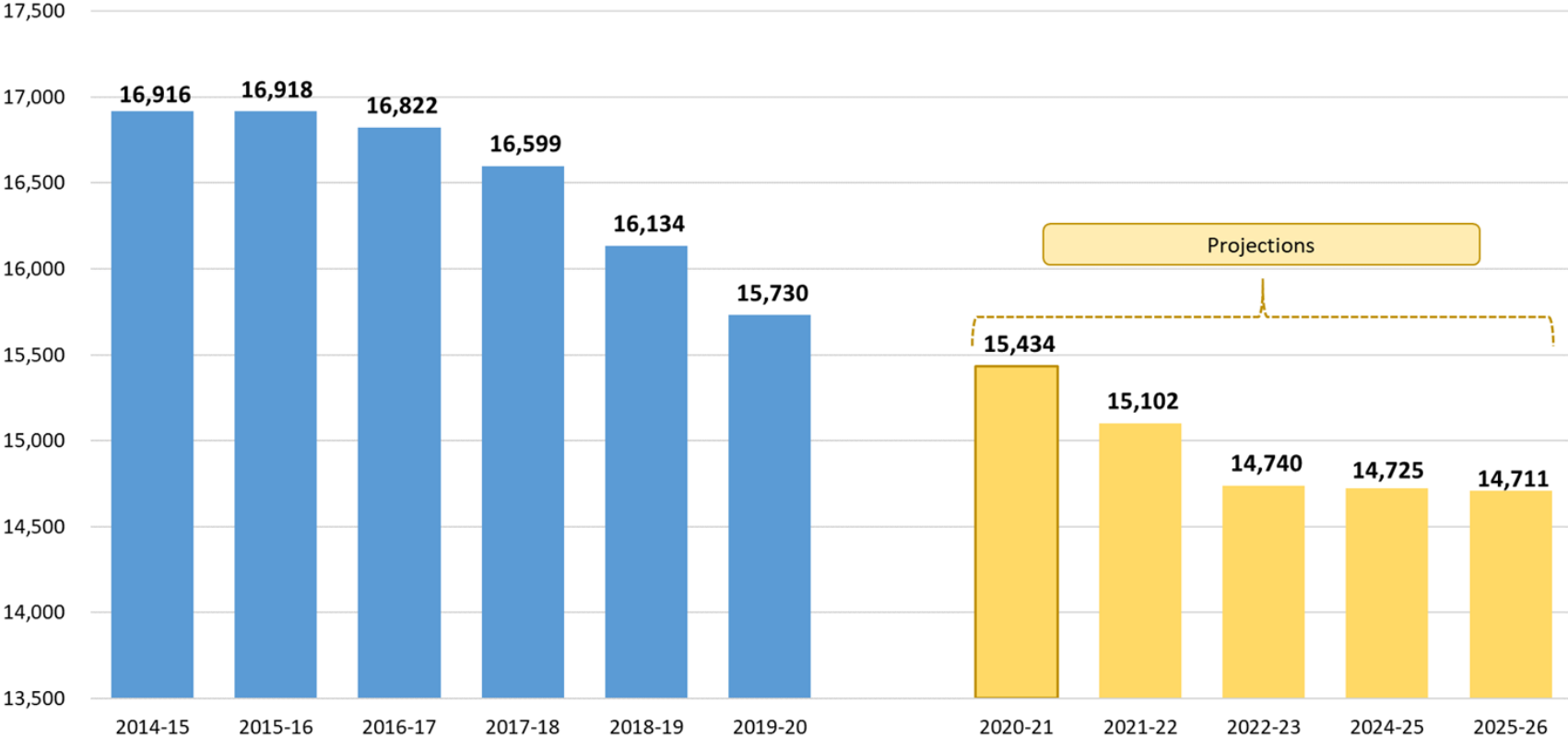
# Second Interim Summary

March 3, 2021

	2020/21	2021/22	2022/23
Budget reductions required	-0-	-0-	\$7.0 million
Net revenues – surplus/(deficit)	\$1.7 million	\$2.7 million	(\$800,000)
Reserve for Economic Uncertainty \$	\$6.7 million	\$6.2 million	\$6.3 million
Reserve for Economic Uncertainty %	3.28%	3.00%	3.10%
Total Reserves \$	\$13.6 million	\$20.5 million	\$20.1 million
Total Reserves %	6.69%	10.14%	9.96%



# Enrollment Trends and Projections





# 2021/22 Budget Assumptions - Revenue

- LCFF
  - Applied Cost of Living Adjustment is a 5.07% 'Mega COLA', to catch-up for the zero COLA applied in 2020/21
  - Declining Enrollment continues to have a 'year-after' effect on LCFF revenue, as ADA 'hold harmless' provisions expire
- Federal
  - Carryover Title funds will be fully budgeted after close of the current year (after June 30, 2021)
  - ESSER funds are recognized when they are spent, creating a carryover effect in subsequent years
  - Federal funds come with reporting requirements and time-certain expenditure deadlines through September 30, 2024
- Other State Revenue
  - In-Person Instruction Grant funds are recognized when they are spent, creating carryover into the subsequent year (must be spent by August 31, 2022)
  - Expanded Learning Opportunity Grant funds are recognized in the 2020/21 fiscal year, and must be spent by August 31, 2022



# Major Revenue Updates

Resource	(in millions)
LCFF COLA increase in 2021/22	\$ 2.5
In-person Instruction Grant - begins 2020/21	\$ 5.0
Expanded Learning Opportunity Grant - begins 2020/21	\$ 12.5
ESSER II (CRRSA Act) - begins 2020/21	\$ 14.0
ESSER III (American Rescue Plan) - begins 2021/22	\$ 31.9
<b>TOTAL New Revenue in two-year period</b>	<b>\$ 65.9</b>



# 2021/22 Budget Assumptions - Expenditures

- Certificated and Classified salaries
  - Minor reduction in force to adjust to declining enrollment
  - Increases due to COVID testing stipends, additional days of professional development, anticipated salary settlements, and step and column movement amount to \$7.5 million across a two year period
  - Increases due to increased STRS/PERS and Unemployment rates
- Other Expenditure Items
  - Alignment with Local Control Accountability Plan (LCAP)
  - Continued technology investment and refresh of student iPads
  - Expanded summer learning and before/after school programs
  - Contribution to Routine Restricted Maintenance
  - Contribution to Special Education



# Multi-year Projections

	2021/22	2022/23	2023/24
Budget reductions required	-0-	-0-	-0-
Net revenues – surplus/(deficit)	\$32.5 million	(\$9.1 million)	(\$4.4 million)
Additional time-certain investments	\$20.6 million	\$25.0 million	\$5.8 million
Reserve for Economic Uncertainty %	7.00%	10.00%	14.00%
Total Reserves \$	\$62.0 million	\$52.9 million	\$48.5 million
Total Reserves %	29.82%	24.50%	23.22%



# Prioritization of Time Certain Resources Proposed Recommendations

Board Goal and Description	2020/21	2021/22	2022/23
<b>Instruction</b>			
Information Technology – 4 year student device refresh	\$2.8 million	\$3.5 million	\$2.0 million
<b>Human Capital</b>			
Human Resources– Intervention/Literacy Specialists, 2% one-time off-schedule payment, Temporary HR Manager	\$3.3 million	\$2.7 million	\$2.7 million
Educational Services and HR– Additional professional learning days	-0-	\$2.5 million	\$2.5 million
Information Technology – Continue two TSTs from temp to perm	\$180,000	\$180,000	\$180,000
<b>Safety and Student Welfare</b>			
Child Nutrition – Refrigerated truck, emergency freezer, replace cafeteria tables more than five years old,	-0-	\$455,000	-0-
Facilities/Maintenance –Temp Maint. Services Manager, Temporary crews, Fire Alarm inspections and upgrades	-0-	\$1.6 million	\$1.5 million
Health Services– LVNs for Care Rooms		\$620,000	\$620,000
Information Technology– Emergency systems, District office and Board room upgrades	\$260,000	-0-	-0-
<b>Communication</b>			
Information Technology– Temporary Website Master	-0-	\$140,000	\$140,000



# Upcoming Budget Discussions

- Conduct Public Hearing – LCAP and Budget
  - June 02, 2021
  
- Adoption – LCAP and Budget
  - June 23, 2021



## OSD BOARD AGENDA ITEM

**Name of Contributor:** Ruth Quinto

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section C: Consent Agenda

### **Request for Approval of Increase to Meal Prices (Quinto/Lugotoff)**

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

Effective the 2018-19 fiscal year, all students in Oxnard School District receive meals free of charge through the Community Eligibility Provision (CEP). It is still necessary to increase the meal prices incrementally in order to remain in compliance with the Healthy, Hunger-Free Kids Act of 2010. In the unlikely event that Oxnard School District finds itself in a situation where Community Eligibility Provision is not a viable service program, moving forward with approving the full paid student price increase is necessary. The Oxnard School District Child Nutrition Services lunch charge for full paid students is \$2.75. It is now necessary to increase that meal price to \$2.85 for lunch in order to maintain compliance with the abovementioned Healthy, Hunger-Free Kids Act.

The Administration is requesting the Board's approval of the increased meal price of \$2.85 for paid lunch in order to comply with the Healthy, Hunger-Free Kids Act of 2010. These changes are to be effective the 2021-22 fiscal year.

#### **FISCAL IMPACT:**

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

#### **RECOMMENDATION:**

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

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth Quinto

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section C: Consent Agenda

### **Disclosure of Collective Bargaining Agreement with OEA (Quinto/Crandall Plasencia)**

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In accordance with AB 1200 and Government Code, Section 3547.5: *“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction.”*

In keeping with this requirement, the cost projections for the proposed agreement with OEA are presented herewith for the Board’s information. The Ventura County Office of Education has provided their affirmation that the terms of the proposed agreement would allow the district to meet its financial obligations and remain fiscally solvent. This agreement provides: increase of 1.50% on the 2020-21 OEA salary schedule; payment of 1.50% off-schedule bonus for 2020-21; and, increase of 2.25% on the 2021-22 OEA salary schedule.

#### **FISCAL IMPACT:**

All costs are to be paid with a combination of unrestricted funds or ESSER II funds: \$2.6 million for 2020-21; \$3.4 million for 2021-22; and, \$1.0 million for 2022-23.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for OEA as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Disclosure of Collective Bargaining Agreement with OEA \(5 pages\)](#)



# DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard Elementary School District

Name of Bargaining Unit: Oxnard Educators Association (OEA)

The proposed agreement covers the period: Employee Type:  
 Beginning: 7/1/2020 Certificated: x  
 Ending: 6/30/2023 Classified: \_\_\_\_\_

The proposed agreement will be acted upon by the Governing Board at its meeting on: 6/2/2021

**A. Proposed Change in Compensation:**

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2020-21	For Multi-year Agreements	
			Year 2 2021-22	Year 3 2022-23	
1.	<b>Salary Schedule</b> - Increase/(Decrease)	\$ 64,606,333	\$ 0	\$ 0	\$ 0
			0.00%	0.00%	0.00%
2.	<b>Step and Column</b> - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ 926,373	\$ 2,768,544	\$ 854,272
			1.43%	4.29%	1.32%
3.	<b>Other Compensation</b> - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ 926,373	\$ 0	\$ 0
			1.43%	0.00%	0.00%
4.	<b>Statutory Benefits</b> - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 25,956,229	\$ 364,064	\$ 598,006	\$ 184,523
			1.40%	2.30%	0.71%
5.	<b>Health/Welfare Benefits</b> - Increase/(Decrease)	\$ 9,845,538	\$ 0	\$ 0	\$ 0
			0.00%	0.00%	0.00%
6.	<b>Total Compensation</b> - Increase/(Decrease) (Total Lines 1-5)	\$ 100,408,100	\$ 2,216,810	\$ 3,366,550	\$ 1,038,795
			2.21%	3.35%	1.03%
7.	<b>Total Number (FTE) of Represented Employees</b>	# 743	# 743	# 733	# 733
8.	<b>Total Compensation Cost for Average Employee</b> Increase/(Decrease) (Line 6/Line 7)	\$ 135,139	\$ 2,984	\$ 4,593	\$ 1,417
			2.21%	3.40%	1.05%
9a.	<b>Certificated Teacher's Salary</b> (Excluding Benefits)				
	-Minimum Daily Rate	\$ 267.06	\$	\$	\$
			%	%	%
	-Maximum Daily Rate	\$ 567.95	\$	\$	\$
			%	%	%
	-Substitute Daily Rate	\$ 121	\$	\$	\$
			%	%	%
9b.	- Annual Cost Health/Welfare Benefit amount per FTE	\$ 18,117.82	\$	\$	\$
	- District Cost Annual H&W Benefit amount per FTE	\$ 15,890.53	\$	\$	\$
	- Current Negotiated H&W Cap amount per FTE	\$ 15,890.53	\$	\$	\$

**Please include comments and explanations as necessary:**  
 District and Oxnard Educators Association (OEA) negotiated a 1.5% off schedule one time bonus for 2020-21, and a 1.5% increase to the 2020-21 OEA Salary Schedule.  
 Additionally, the District and OEA negotiated a time-specific 2.25% increase to the OEA Salary Schedule for the three years 2021-22, 2022-23, and 2023-24, as compensation for adding an additional three (3) professional development days to the work calendar for OEA members for those three years.

**Disclosure of Collective Bargaining Agreement**  
School District: Oxnard Elementary School District

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):**

N/A

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**C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):**

The work calendar for OEA members has increased from 183 days to 186 days, for 2021-22, 2022-23, and 2023-24. The additional three days are designated as non-student professional development days.

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**D. What contingency language is included in the proposed agreement? (reopeners, etc.):**

N/A

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**E. Will this agreement create, increase, or decrease deficit financing in the current or future years?**

N/A

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**F. Source of Funding for the Proposed Agreement:**

**1. Current Year:**

General fund ongoing revenue.

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**2. How will the ongoing cost of the proposed agreement be funded in future years?**

The cost of the additional three professional development days will be funded from the Expanded Learning Opportunity Grant, or with ESSER funds, for the 2021-22, 2022-23, and 2023-24 fiscal years.

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**3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):**

Funding in future years will be from Expanded Learning Opportunity Grant, and/or ESSER funds.

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Disclosure of Collective Bargaining Agreement  
 School District: Oxnard Elementary School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of 3/15/2021	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	167,424,172	0	0	167,424,172
Remaining Revenues (8100-8799)	56,214,563	0	14,017,341	70,231,904
<b>TOTAL REVENUES</b>	<b>223,638,735</b>	<b>0</b>	<b>14,017,341</b>	<b>237,656,076</b>
<b>EXPENDITURES</b>				
1000 Certificated Salaries	87,683,535	1,852,746	1,606,344	91,142,625
2000 Classified Salaries	28,647,238	0	0	28,647,238
3000 Employees' Benefits	44,499,479	364,064	448,481	45,312,024
4000 Books and Supplies	25,802,602	0	0	25,802,602
5000 Services and Operating Expenses	31,012,049	0	0	31,012,049
6000 Capital Outlay	1,007,435	0	0	1,007,435
7100-7499 Other	2,240,373	0	0	2,240,373
<b>TOTAL EXPENDITURES</b>	<b>220,892,711</b>	<b>2,216,810</b>	<b>2,054,825</b>	<b>225,164,346</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>2,746,024</b>	<b>(2,216,810)</b>	<b>11,962,516</b>	<b>12,491,730</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	0	0	0	0
<b>OTHER USES AND TRANSFERS OUT</b>	1,000,000	0	0	1,000,000
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>1,746,024</b>	<b>(2,216,810)</b>	<b>11,962,516</b>	<b>11,491,730</b>
<b>BEGINNING BALANCE</b>	17,539,223	0	0	17,539,223
<b>CURRENT YEAR ENDING BALANCE</b>	<b>19,285,247</b>	<b>(2,216,810)</b>	<b>11,962,516</b>	<b>29,030,953</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable (9711-9719)	120,000	0	0	120,000
Restricted (9740)	4,587,013	(2,216,810)	0	2,370,203
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	6,928,850	0	0	6,928,850
Reserve for Economic Uncertainties (9789)	6,656,782	66,504	0	6,723,286
Unappropriated Amounts (9790)	992,602	(66,504)	11,962,516	12,888,614

\* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase on Page 1, Section A, Line 6, please explain the variance below.

**Please include comments and explanations as necessary:**

The latest Board-approved budget before settlement is the Second Interim budget. At the time of Second Interim, we did not have information on the anticipated ESSER II revenue. According to the CDE ESSER II Preliminary Eligibility dated April 2021, Oxnard SD will receive an estimated \$14,017,341 in ESSER II revenue in FY 2020-21.

Other Revisions represent the results of 2% one-time stipends for OEA (Oxnard Educators Association), OSSA (Oxnard Supportive Services Association), and Management/Confidential staff.

Disclosure of Collective Bargaining Agreement  
 School District: Oxnard Elementary School District

Multi-Year Projections

	(Col. 1) 2020-21 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2021-22	(Col. 3) Budget Year 2 2022-23
<b>REVENUES</b>			
LCFF Revenues (8010-8099)	167,424,172	176,099,645	168,618,755
Remaining Revenues (8100-8799)	70,231,904	32,258,871	32,300,731
<b>TOTAL REVENUES</b>	<b>237,656,076</b>	<b>208,358,516</b>	<b>200,919,486</b>
<b>EXPENDITURES</b>			
1000 Certificated Salaries	91,142,625	86,365,378	86,564,659
2000 Classified Salaries	28,647,238	28,719,682	29,150,477
3000 Employees' Benefits	45,312,024	44,518,541	46,430,771
4000 Books and Supplies	25,802,602	15,551,091	15,728,133
5000 Services and Operating Expenses	31,012,049	27,828,697	28,121,883
6000 Capital Outlay	1,007,435	165,000	165,000
7100-7499 Other	2,240,373	2,240,373	(4,759,627)
<b>TOTAL EXPENDITURES</b>	<b>225,164,346</b>	<b>205,388,762</b>	<b>201,401,296</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>12,491,730</b>	<b>2,969,754</b>	<b>(481,810)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OTHER USES AND TRANSFERS OUT</b>	<b>1,000,000</b>	<b>300,000</b>	<b>300,000</b>
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>11,491,730</b>	<b>2,669,754</b>	<b>(781,810)</b>
<b>BEGINNING BALANCE</b>	<b>17,539,223</b>	<b>29,030,953</b>	<b>31,700,707</b>
<b>CURRENT YEAR ENDING BALANCE</b>	<b>29,030,953</b>	<b>31,700,707</b>	<b>30,918,897</b>
<b>COMPONENTS OF ENDING BALANCE</b>			
Non-spendable (9711-9719)	120,000	120,000	120,000
Restricted (9740)	2,370,203	0	0
Committed (9750 / 9760)	0	0	0
Assigned (9780)	6,928,850	13,997,677	13,125,491
Reserve for Economic Uncertainties (9789)	6,723,286	6,170,663	6,261,039
Unappropriated Amounts (9790)	12,888,614	11,412,367	11,412,367

**Multi-Year Projections Assumptions:**

The figures above are based on the Second Interim budget and Second Interim MYP.

Assumptions are as of the Second Interim and the SSC Dartboard for the 2021-22 January Governor's Budget proposal.

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2020-21	2021-22	2022-23
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 226,164,346	\$ 205,688,762	\$ 201,701,296
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 6,784,930	\$ 6,170,663	\$ 6,051,039

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	2020-21	2021-22	2022-23
a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 6,723,286	\$ 6,170,663	\$ 6,261,039
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 12,888,614	\$ 11,412,367	\$ 11,412,367
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$ 0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$ 0
e. Total District Budgeted Unrestricted Reserves	\$ 19,611,900	\$ 17,583,030	\$ 17,673,406

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

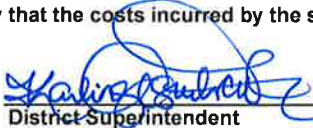
Yes

No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

  
 District Superintendent  
 (Signature)

Karling Aguilera-Fort  
 Printed Name

05/21/2021  
 Date

  
 District Chief Business Official  
 (Signature)

Ruth Quinto  
 Printed Name

05/21/2021  
 Date

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Ruth Quinto

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section C: Consent Agenda

### **Disclosure of Collective Bargaining Agreement with OSSA (Quinto/Crandall Plasencia)**

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In accordance with AB 1200 and Government Code, Section 3547.5: *“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction.”*

In keeping with this requirement, the cost projections for the proposed MOU with OSSA are presented herewith for the Board’s information. The Ventura County Office of Education has provided their affirmation that the terms of the proposed agreement would allow the district to meet its financial obligations and remain fiscally solvent. This agreement provides a 2.0% off-schedule stipend to OSSA members for fiscal year 2020-21.

#### **FISCAL IMPACT:**

\$213,253.00 – one-time to be paid with ESSER II funds.

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for OSSA as presented

#### **ADDITIONAL MATERIALS:**

**Attached:** [Disclosure of Collective Bargaining Agreement with OSSA \(5 pages\)](#)

**DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT**  
 In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard Elementary School District

Name of Bargaining Unit: Oxnard Supportive Services Association (OSSA)

The proposed agreement covers the period: Employee Type:  
 Beginning: 7/1/2020 Certificated: x  
 Ending: 6/30/2021 Classified: \_\_\_\_\_

The proposed agreement will be acted upon by the Governing Board  
 at its meeting on: 6/2/2021

**A. Proposed Change in Compensation:**

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2020-21	For Multi-year Agreements	
			Year 2 2021-22	Year 3 2022-23
1. <b>Salary Schedule</b> - Increase/(Decrease)	\$ 10,308,890	\$ 0	\$ 0	\$ 0
		0.00%	0.00%	0.00%
2. <b>Step and Column</b> - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ 0	\$ 0	\$ 0
		0.00%	0.00%	0.00%
3. <b>Other Compensation</b> - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ 206,042	\$ 0	\$ 0
		2.00%	0.00%	0.00%
4. <b>Statutory Benefits</b> - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 2,294,324	\$ 7,211	\$ 0	\$ 0
		0.31%	0.00%	0.00%
5. <b>Health/Welfare Benefits</b> - Increase/(Decrease)	\$ 3,611	\$ 0	\$ 0	\$ 0
		0.00%	0.00%	0.00%
6. <b>Total Compensation</b> - Increase/(Decrease) (Total Lines 1-5)	\$ 12,606,825	\$ 213,253	\$	\$
		1.69%	%	%
7. <b>Total Number (FTE) of Represented Employees</b>	# 101	# 101	# 101	# 101
8. <b>Total Compensation Cost for Average Employee</b> Increase/(Decrease) (Line 6/Line 7)	\$ 124,820	\$ 2,111	\$	\$
		1.69%	%	%
9a. <b>Certificated Teacher's Salary</b> (Excluding Benefits)				
-Minimum Daily Rate	\$ 0.00	\$	\$	\$
		%	%	%
-Maximum Daily Rate	\$ 0.00	\$	\$	\$
		%	%	%
-Substitute Daily Rate	\$ 0	\$	\$	\$
		%	%	%
9b. - Annual Cost Health/Welfare Benefit amount per FTE	\$ 0.00	\$	\$	\$
- District Cost Annual H&W Benefit amount per FTE	\$ 0.00	\$	\$	\$
- Current Negotiated H&W Cap amount per FTE	\$ 0.00	\$	\$	\$

**Please include comments and explanations as necessary:**  
 District and Oxnard Supportive Services Association (OSSA) negotiated a 2% off schedule one time stipend based on the  
 Certificated OSSA Salary Schedule for full time bargaining unit members, in exchange for conducting any required  
 COVID-19 testing outside of the unit members work hours.

Disclosure of Collective Bargaining Agreement  
School District: Oxnard Elementary School District

**B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):**  
N/A

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**C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):**  
N/A

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**D. What contingency language is included in the proposed agreement? (reopeners, etc.):**  
N/A

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**E. Will this agreement create, increase, or decrease deficit financing in the current or future years?**  
N/A

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**F. Source of Funding for the Proposed Agreement:**

**1. Current Year:**  
ESSER II Funds - Resource 3212

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**2. How will the ongoing cost of the proposed agreement be funded in future years?**  
N/A

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**3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):**  
N/A

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Disclosure of Collective Bargaining Agreement  
 School District: Oxnard Elementary School District

	(Col. 1) Latest Board Approved Budget Before Settlement As of 3/15/2021	(Col. 2) Adjustment as a Result of Settlement *	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
<b>REVENUES</b>				
LCFF Revenues (8010-8099)	167,424,172	0	0	167,424,172
Remaining Revenues (8100-8799)	56,214,563	0	14,017,341	70,231,904
<b>TOTAL REVENUES</b>	<b>223,638,735</b>	<b>0</b>	<b>14,017,341</b>	<b>237,656,076</b>
<b>EXPENDITURES</b>				
1000 Certificated Salaries	87,683,535	206,042	1,400,302	89,289,879
2000 Classified Salaries	28,647,238	0	0	28,647,238
3000 Employees' Benefits	44,499,479	7,211	441,270	44,947,960
4000 Books and Supplies	25,802,602	0	0	25,802,602
5000 Services and Operating Expenses	31,012,049	0	0	31,012,049
6000 Capital Outlay	1,007,435	0	0	1,007,435
7100-7499 Other	2,240,373	0	0	2,240,373
<b>TOTAL EXPENDITURES</b>	<b>220,892,711</b>	<b>213,253</b>	<b>1,841,572</b>	<b>222,947,536</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>2,746,024</b>	<b>(213,253)</b>	<b>12,175,769</b>	<b>14,708,540</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	0	0	0	0
<b>OTHER USES AND TRANSFERS OUT</b>	1,000,000	0	0	1,000,000
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>1,746,024</b>	<b>(213,253)</b>	<b>12,175,769</b>	<b>13,708,540</b>
<b>BEGINNING BALANCE</b>	17,539,223	0	0	17,539,223
<b>CURRENT YEAR ENDING BALANCE</b>	<b>19,285,247</b>	<b>(213,253)</b>	<b>12,175,769</b>	<b>31,247,763</b>
<b>COMPONENTS OF ENDING BALANCE</b>				
Non-spendable (9711-9719)	120,000	0	0	120,000
Restricted (9740)	4,587,013	(213,253)	0	4,373,760
Committed (9750 / 9760)	0	0	0	0
Assigned (9780)	6,928,850	0	0	6,928,850
Reserve for Economic Uncertainties (9789)	6,656,782	6,398	0	6,663,180
Unappropriated Amounts (9790)	992,602	(6,398)	12,175,769	13,161,973

\* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase on Page 1, Section A, Line 6, please explain the variance below.

**Please include comments and explanations as necessary:**

The latest Board-approved budget before settlement is the Second Interim budget. At the time of Second Interim, we did not have information on the anticipated ESSER II revenue. According to the CDE ESSER II Preliminary Eligibility dated April 2021, Oxnard SD will receive an estimated \$14,017,341 in ESSER II revenue in FY 2020-21.

Other Revisions represent the results of similar 2% one-time stipends for OEA (Certificated Teachers) and Management/Confidential staff.

Disclosure of Collective Bargaining Agreement  
 School District: Oxnard Elementary School District

Multi-Year Projections

	(Col. 1) 2020-21 Budget after impact of Settlement (From page 3)	(Col. 2) Budget Year 1 2021-22	(Col. 3) Budget Year 2 2022-23
<b>REVENUES</b>			
LCFF Revenues (8010-8099)	167,424,172	176,099,645	168,618,755
Remaining Revenues (8100-8799)	70,231,904	32,258,871	32,300,731
<b>TOTAL REVENUES</b>	<b>237,656,076</b>	<b>208,358,516</b>	<b>200,919,486</b>
<b>EXPENDITURES</b>			
1000 Certificated Salaries	89,289,879	86,365,378	86,564,659
2000 Classified Salaries	28,647,238	28,719,682	29,150,477
3000 Employees' Benefits	44,947,960	44,518,541	46,430,771
4000 Books and Supplies	25,802,602	15,551,091	15,728,133
5000 Services and Operating Expenses	31,012,049	27,828,697	28,121,883
6000 Capital Outlay	1,007,435	165,000	165,000
7100-7499 Other	2,240,373	2,240,373	(4,759,627)
<b>TOTAL EXPENDITURES</b>	<b>222,947,536</b>	<b>205,388,762</b>	<b>201,401,296</b>
<b>OPERATING SURPLUS (DEFICIT)</b>	<b>14,708,540</b>	<b>2,969,754</b>	<b>(481,810)</b>
<b>OTHER SOURCES AND TRANSFERS IN</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>OTHER USES AND TRANSFERS OUT</b>	<b>1,000,000</b>	<b>300,000</b>	<b>300,000</b>
<b>CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE</b>	<b>13,708,540</b>	<b>2,669,754</b>	<b>(781,810)</b>
<b>BEGINNING BALANCE</b>	<b>17,539,223</b>	<b>31,247,763</b>	<b>33,917,517</b>
<b>CURRENT YEAR ENDING BALANCE</b>	<b>31,247,763</b>	<b>33,917,517</b>	<b>33,135,707</b>
<b>COMPONENTS OF ENDING BALANCE</b>			
Non-spendable (9711-9719)	120,000	120,000	120,000
Restricted (9740)	4,373,760	0	0
Committed (9750 / 9760)	0	0	0
Assigned (9780)	6,928,850	13,997,677	13,125,491
Reserve for Economic Uncertainties (9789)	6,663,180	6,170,663	6,261,039
Unappropriated Amounts (9790)	13,161,973	13,629,177	13,629,177

**Multi-Year Projections Assumptions:**

The figures above are based on the Second Interim budget and Second Interim MYP.

Assumptions are as of the Second Interim and the SSC Dartboard for the 2021-22 January Governor's Budget proposal.

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Disclosure of Collective Bargaining Agreement  
 School District: Oxnard Elementary School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

(amounts from page 4)

1. State Reserve Standard

	2020-21	2021-22	2022-23
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 223,947,536	\$ 205,688,762	\$ 201,701,296
b. State Standard Minimum Reserve Percentage for this District	3%	3%	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$67,000 for a district with less than 1,001 ADA)	\$ 6,718,426	\$ 6,170,663	\$ 6,051,039

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

	2020-21	2021-22	2022-23
a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 6,663,180	\$ 6,170,663	\$ 6,261,039
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 13,161,973	\$ 13,629,177	\$ 13,629,177
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$ 0	\$ 0	\$ 0
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$ 0	\$ 0	\$ 0
e. Total District Budgeted Unrestricted Reserves	\$ 19,825,153	\$ 19,799,840	\$ 19,890,216

3. Do Unrestricted reserves meet the state standard minimum reserve amount?


Yes

No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

  
 District Superintendent  
 (Signature)

Karling Aguilera-Fort  
 Printed Name

05/21/2021  
 Date

  
 District Chief Business Official  
 (Signature)

Ruth Quinto  
 Printed Name

05/21/2021  
 Date

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Victor Torres

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section C: Consent Agenda

### **Personnel Actions (Torres/Batista/Nair)**

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

### **FISCAL IMPACT:**

N/A

### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources, 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 06.02.2021 \(three pages\)](#)

## CERTIFICATED PERSONNEL ACTIONS

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

### New Hires

Mesquita Reis, Elis	Teacher, RSP	May 17, 2021
Decker, Jocasta	Spanish Teacher	2021/2022 SY
Tobon, Rosario	Spanish Teacher	2021/2022 SY
Bleecher, Andrea	Substitute Speech Therapist	2020/2021 School Year

### Change of Status

Arias, Mary	Principal, Elementary to Principal JH/K-8, Marshall	2021/2022 SY
Blevins, Brian	Assistant Principal to Principal, McAuliffe	2021/2022 SY
Gonzales Nares, Elva	Assistant Principal to Principal, MW	2021/2022 SY
Ragan, Erika	Assistant Principal to Principal, McKinna	2021/2022 SY

### Resignation

Johnson, Confidence	Principal	June 30, 2021
Peila, Vanessa	Speech Therapist	June 7, 2021
Rivera, Nelly	Psychologist	June 28, 2021
Sherbetjian, Rosemarie	Speech Therapist	June 17, 2021
Toscano, Teresa	Speech Therapist	June 17, 2021

## CLASSIFIED PERSONNEL ACTIONS

June 2, 2021

**New Hire**

Fimbres, Steven A.	Paraeducator I, Position #7191 Rose Avenue 3.167 hrs./183 days	05/10/2021
Silva, Cynthia J.	Paraeducator I, Position #9154 Soria 3.167 hrs./183 days	05/03/2021

**Limited Term/Substitute**

Aguilar Elias, Veronica	Paraeducator (substitute)	05/03/2021
Ayala, Elizabeth	Paraeducator (substitute)	04/30/2021

**Promotion**

Gutierrez, Salvador J.	Custodial Services Manager, Position #10186 Facilities 8 hrs./246 days Lead Custodian, Position #995 Chavez 8 hrs./246 days	05/17/2021
Lopez, Marcos A.	Senior Manager, Maintenance & Operations, Position #1082 Facilities 8 hrs./246 days Grounds Manager, Position #7423 Facilities 8 hrs./246 days	05/17/2021

**Reemployment**

Camarena, Celina	Office Assistant III, Position #10210 Early Childhood Programs 8 hrs./246 days	05/13/2021
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**Leave of Absence**

Coronado, Mariana E.	Paraeducator II, Position #9205 Special Education 5.75 hrs./183 days	04/19/2021 – 06/04/2021
Ramirez, Javier	Custodian, Position #5419 Driffill 8 hrs./246 days	05/03/2021 – 05/28/2021

**Return from Leave of Absence**

Tougas, Laura A.	Paraeducator III, Position #7902 San Miguel 5.75 hrs./183 days	05/21/2021
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**Resignation**

Corse, Alyssa M.	Paraeducator II, Position #2114 Sierra Linda 5.75 hrs./183 days	05/05/2021
Olmos, Vanessa A.	Human Resources Assistant, Position #8183 Human Resources 8 hrs./246 days	05/07/2021
Sarahang, Claudia R.	Health Care Technician, Position #2690 Pupil Services 7 hrs./183 days	05/05/2021

**Release from Probation**

11009	Paraeducator II, Position #2143	05/07/2021
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Ritchen 5.75 hrs./183 days

**Retirement**

Littell, Susan

Accounting Specialist III, Position #520  
Child Nutrition Services 8 hrs./246 days

07/16/2021

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Victor Torres

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section C: Consent Agenda

### **Establish/Abolish/Increase/Reduce Hours of Positions (Torres/Nair)**

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a half-hour 180-day Campus Assistant position number 10316 to be established in the Early Childhood Programs department. This position will be established to provide additional support.

a half-hour 180-day Campus Assistant position number 10317 to be established in the Early Childhood Programs department. This position will be established to provide additional support.

a half-hour 180-day Campus Assistant position number 10318 to be established in the Early Childhood Programs department. This position will be established to provide additional support.

### **FISCAL IMPACT:**

Cost for 3 Campus Assistants: \$6,108 State Preschool Funds

### **RECOMMENDATION:**

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



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #20-173 – Kristine Mraz LLC (DeGenna/Cordes)**

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Kristine Mraz will provide 20 hours of virtual professional development to K-5th grade teachers at Lemonwood School from June 3, 2021 through June 30, 2021. The aim of this professional development series will be threefold: to increase the capacity of teachers to deliver effective, data driven instruction in writing; to gain familiarity and comfort with the structures, materials and technology of balanced literacy; and to build collaborative relationships within and beyond grade levels.

#### **FISCAL IMPACT:**

Not to exceed \$6,000.00 – S/C Intervention

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Lemonwood School, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #20-173 with Kristine Mraz LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-173, Kristine Mraz LLC \(13 Pages\)](#)  
[Proposal \(1 Page\)](#)

**OXNARD SCHOOL DISTRICT**

**Agreement #20-173**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 2nd day of June 2021 by and between the Oxnard School District (“District”) and Kristine Mraz LLC (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

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

**OPERATIVE PROVISIONS**

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from June 3, 2021 through June 30, 2021 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Six Thousand Dollars (\$6,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

\_\_\_\_\_ (Initials)

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

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

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

To District: Oxnard School District  
c/o Lemonwood School  
2001 San Mateo Place  
Oxnard, CA 93033  
Attention: Ms. Allison Cordes  
Phone: 805.385.1551  
Fax: 805.385.1552

To Consultant: Kristine Mraz LLC  
609 E. Ladera Street  
Pasadena, CA 91104  
Phone: 718.290.6366  
Email: [kristimraz12@gmail.com](mailto:kristimraz12@gmail.com)

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

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

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

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

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

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

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

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

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



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

**OXNARD SCHOOL DISTRICT:**

**KRISTINE MRAZ LLC:**

\_\_\_\_\_  
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 #20-173

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-173**

**SERVICES**

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

**\*PER ATTACHED PROPOSAL**

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

**\*PER ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #20-173

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-173**

**COMPENSATION**

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

Total compensation shall not exceed Six Thousand Dollars (\$6,000.00), unless additional compensation is approved in writing by the District.

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

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

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

**IV. The total compensation for the Services shall not exceed \$6,000.00, per attached rate sheet, as provided in Section 4 of this Agreement.**

- Not Project Related
- Project #20-173

~~**EXHIBIT C**~~  
~~**TO AGREEMENT FOR CONSULTANT SERVICES #20-93**~~

~~**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:~~

<del>Accountants, Attorneys, Education Consultants,</del>	<del>\$1,000,000</del>
<del>Nurses, Therapists</del>	

<del>Architects</del>	<del>\$1,000,000 or \$2,000,000</del>
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<del>Physicians and Medical Corporations</del>	<del>\$5,000,000</del>
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~~**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 #20-173

~~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 #20-173

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-173**

**CONFLICT OF INTEREST CHECK**

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

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

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

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

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

<b>Vendor Name:</b> Kristine Mraz LLC <b>EIN:</b> 82 285 8905 <b>Remit Address:</b> 609 E Ladera Street Pasadena, CA 91104  <b>Contact:</b> <a href="mailto:kristimraz12@gmail.com">kristimraz12@gmail.com</a> 718-290-6366	<b>Date:</b> March 3, 2021  <b>PO#:</b>  <b>For:</b> Lemonwood School  <b>Attn:</b> Allison Cordes
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***Aim of Work:***

The aim of this professional development series will be threefold: to increase the capacity of teachers to deliver effective, data driven instruction in writing, to gain familiarity and comfort with the structures, materials and technology of balanced literacy, and to build collaborative relationships within and beyond grade levels.

This aim will be achieved through a combination of workshops and demonstrations with the whole staff, and individualized or paired meetings and virtual classroom labsites and demonstrations.

***Scope of Work:***

This agreement is to secure the following details for 20 hours of professional development between Kristine Mraz LLC and Lemonwood K-8 . An invoice for payment will be submitted within 30 days of the completion of each cycle of work. If, at a later time, the dates/times need to be changed due to health and safety concerns, scheduling, weather, or other issues, both parties will work together to reschedule on a mutually agreeable date.

Date of Work	Description of Work	Number of PD Hours	Rate per hour	Total
By June 30, 2021	2021 Spring Break Academy Prep	4	300	1200
By June 30, 2021	Spring 2021 Planning for ES	4	300	1200
By June 30, 2021	Summer 2021 Writing Institute June 22, 23, 24	12	300	3600
<b>Total Agreement</b>				<b>\$6000</b>

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement #20-176 – Read.Write.Think., LLC (DeGenna/Cordes)**

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Read.Write.Think., LLC will provide 20 hours of professional development to Lemonwood 6th-8th grade staff, through a combination of workshops and demonstrations with the whole staff, and individualized or paired meetings and virtual classroom lab sites and demonstrations per Agreement #20-176.

#### **FISCAL IMPACT:**

Not to exceed \$6,000.00 – S/C Intervention

#### **RECOMMENDATION:**

It is the recommendation of the Principal, Lemonwood School, and the Assistant Superintendent, Educational Services that the Board of Trustees approve Agreement #20-176 with Read.Write.Think., LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-176, Read.Write.Think., LLC \(13 Pages\)](#)  
[Proposal \(1 Page\)](#)



**OXNARD SCHOOL DISTRICT**

**Agreement #20-176**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“Agreement”) is entered into as of this 2nd day of June 2021 by and between the Oxnard School District (“District”) and Read.Write.Think., LLC (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

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

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

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

**OPERATIVE PROVISIONS**

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from June 3, 2021 through June 30, 2021 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Six Thousand Dollars (\$6,000.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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

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

\_\_\_\_\_ (Initials)

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

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

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

To District: Oxnard School District  
c/o Lemonwood School  
2001 San Mateo Place  
Oxnard, CA 93033  
Attention: Ms. Allison Cordes  
Phone: 805.385.1551  
Fax: 805.385.1552

To Consultant: Read.Write.Think., LLC  
11768 Hidden Forest Lane  
Davidson, NC 28036  
Phone: 917.609.8514  
Email: [renee@readwritethinkwithrenee.com](mailto:renee@readwritethinkwithrenee.com)

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**READ.WRITE.THINK., LLC:**

\_\_\_\_\_  
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 #20-176

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-176**

**SERVICES**

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

**\*PER ATTACHED PROPOSAL**

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

**\*PER ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related
- Project #20-176

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-176**

**COMPENSATION**

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

Total compensation shall not exceed Six Thousand Dollars (\$6,000.00), unless additional compensation is approved in writing by the District.

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

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

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

**IV. The total compensation for the Services shall not exceed \$6,000.00, per attached rate sheet, as provided in Section 4 of this Agreement.**

Not Project Related

Project #20-176

~~**EXHIBIT C**~~  
~~**TO AGREEMENT FOR CONSULTANT SERVICES #20-115**~~

~~**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 #20-176

~~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 #20-176

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-176**

**CONFLICT OF INTEREST CHECK**

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

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

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

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

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

Vendor Name: Read.Write.Think.LLC

Date: April 23, 2021

EIN: 84-3625683

Remit Address:

PO#:

11768 Hidden Forest Lane,  
Davidson, NC 28036

For: Lemonwood School

Contact: Renee Houser

Email: [Renee@readwritethinkwithrenee.com](mailto:Renee@readwritethinkwithrenee.com)

Phone: 917.609.8514

Attn: Allison Cordes

Aim of Work:

The aim of this professional development series will be threefold: to increase the capacity of teachers to deliver effective, data driven instruction in writing, to gain familiarity and comfort with the structures, materials and technology of balanced literacy, and to build collaborative relationships within and beyond grade levels.

This aim will be achieved through a combination of workshops and demonstrations with the whole staff, and individualized or paired meetings and virtual classroom labsites and demonstrations.

Scope of Work:

This agreement is to secure the following details for 20 hours of professional development between Read.Write.Think LLC and Lemonwood K-8 . An invoice for payment will be submitted within 30 days of the completion of each cycle of work. If, at a later time, the dates/times need to be changed due to health and safety concerns, scheduling, weather, or other issues, both parties will work together to reschedule on a mutually agreeable date.

Date of Work	Description of Work	Number of PD Hours	Rate per Hour	Total
By June 30, 2021	2021 Spring Break Academy Prep	4	300	\$1200
By June 30, 2021	Spring 2021 Planning for Middle School Departments	4	300	\$1200
By June 30, 2021	Summer 2021 Writing Institute June 22, 23, 24	12	300	\$3600
Total Agreement				\$6000

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #21-02, City of Oxnard Recreation and Community Services ASES Contract for the After School Program 2021-2022 (DeGenna/Shea)**

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

#### **FISCAL IMPACT:**

Not to exceed \$2,500,000.00 plus reimbursement for ASES funded supplemental grant activities, and “Additional Services” not to exceed \$250,000.00, to be paid from After School Education and Safety (ASES) Grant.

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment and Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-02 with the City of Oxnard Recreation and Community Services to provide the After School Program for Oxnard School District that meets the requirements of the After School Education and Safety Grant.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-02, City of Oxnard \(75 Pages\)](#)

**OXNARD SCHOOL DISTRICT**

**Agreement #21-02**

**AGREEMENT FOR CONSULTANT SERVICES**

This Agreement for Consultant Services (“**Agreement**”) is entered into as of this 5<sup>th</sup> day of May, 2021 by and between the Oxnard School District (“**District**”) and the City of Oxnard (“**Consultant**”). District and Consultant are sometimes hereinafter individually referred to as “**Party**” and hereinafter collectively referred to as the “**Parties.**”

**RECITALS**

- A. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services (defined below), as defined and described particularly on **Exhibit A-0**, **Exhibit A-1**, **Exhibit A-2** and **Exhibit A-3**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by District to perform the Services.
- C. The California Department of Education has awarded District a grant through the After School Education and Safety (ASES) Program for Fiscal Years 2021-2022 (the “**Grant**”).
- D. One way in which District desires to use the Grant is to fund local after school education and enrichment programs through retaining Consultant to perform the Services.
- E. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2021 to and including June 30, 2022 (the “**Term**”). This Agreement may be extended only by a written amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A-0**, **Exhibit A-1**, and **Exhibit A-3** shall be completed during the Term pursuant to the schedule specified **Exhibit A-0** (the “**Primary Services**”). Consultant may also, at its election, agree to provide additional services, at District’s request and only with District’s prior written authorization (the “**Additional Services**”). Should Consultant renders any Additional Services without District’s prior written authorization, District shall not be obligated to pay for such services. Any such Additional Services shall be completed in accordance with **Exhibit A-2** during



the Term pursuant to the schedule specified in **Exhibit A-0**. For purposes of this Agreement, the Primary Services and Additional Services shall collectively be referred to as the “**Services.**” Should the Services not be completed pursuant to the schedule specified in **Exhibit A-0**, Consultant shall be deemed to be in Default as provided below. District shall agree to revise the schedule specified in **Exhibit A-0** when Consultant’s delay is caused by the action or inaction of District and Consultant promptly notifies District of such delay. District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services. If the amount of the Grant or ASES Program is modified, Consultant and District agree to amend **Exhibit A-0** as it relates to funding levels, services and expectations.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** for the Services. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) and “Additional Services” not to exceed Two Hundred Fifty Thousand (\$250,000.00) payable through reimbursement as outlined in Exhibit A-0 and Exhibit B. If the amount of the funding is modified, the Parties agree to amend the costs accordingly through written amendment.

a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. All work invoiced under this contract shall be work directly related to this agreement. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. The final invoice may include a fixed administrative fee not to exceed \$45,000.00. Sub-consultant charges, if any, shall be detailed by the following: categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.

b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) calendar days of receipt of Consultant’s correct and undisputed invoice.

c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

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

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

b. Consultant may terminate this Agreement for cause at any time upon thirty (30) calendar days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant’s work under this Agreement, either during performance or when within sixty (60) work days after submitted to District. If District does not reject work by a timely written explanation, Consultant’s work shall be deemed to have been accepted. District’s acceptance shall be conclusive as to such work

except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

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

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any of the Services pursuant to this Agreement (collectively and individually, the "**Documents**") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance as set forth in paragraph 12 of this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of Services pursuant to this Agreement for a minimum of three (3) years after termination or expiration of this Agreement, or longer if required by law.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three (3) years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the Services provided by Consultant pursuant to this Agreement.

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

c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) work days of receipt of the request.

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

a. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this Agreement.

b. If Consultant becomes aware that any person employed by or volunteering with Consultant in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Consultant must immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify District. District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

c. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

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

a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any Party regarding this Agreement or the work performed hereunder.

b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement,

no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.

b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it does not qualify as a “designated employee”.

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

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

\_\_\_\_\_ (Initials)

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

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

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Trustees of the District. Any attempted assignment shall be ineffective, null and

void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

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

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

a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing Services under this Agreement.

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

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

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

22. **Indemnification.**

a. Consultant's Indemnity Obligation.

To the fullest extent permitted by California law, Consultant shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials, elected board members, employees, and volunteers, or claims caused by dangerous conditions of District real property which arose out of acts or failure to act by District. Except as specifically provided in this Agreement, in

no event shall Consultant be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement.

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

\_\_\_\_\_ (Initials)

b. District's Indemnity Obligation.

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

\_\_\_\_\_ (Initials)

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

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

**To District:** Oxnard School District  
1051 South A Street  
Oxnard, California, 93030

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

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

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

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

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

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

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

29. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the Parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the Parties with respect to said matters.

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

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

32. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

33. **Dispute Resolution**

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

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

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

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

34. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

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

[SIGNATURES ON FOLLOWING PAGE]



**OXNARD SCHOOL DISTRICT:**

**CITY OF OXNARD:**

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

\_\_\_\_\_  
John Zaragoza, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Tax Identification Number: 95-6002318

Tax Identification Number: 95-6000756

**ATTEST:**

\_\_\_\_\_  
Michelle Ascension, City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO INSURANCE:**

\_\_\_\_\_  
Stephen M. Fischer, City Attorney

\_\_\_\_\_  
Risk Manager

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Terrel Harrison, Recreation Superintendent

**APPROVED AS TO AMOUNT:**

\_\_\_\_\_  
Alexander Nguyen, City Manager

**EXHIBIT A-0**  
**TO AGREEMENT FOR CONSULTANT SERVICES**

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

A. Attendance:

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

B. Assurances

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

Not Project Related

Project #21-02

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

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

C. Professional Development

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

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

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

Not Project Related

Project #21-02

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

E. Risk Management

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

F. Responsibility

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

Not Project Related

Project #21-02

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

II. Supplemental Programming

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

III. The Oxnard School District agrees to:

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

Not Project Related

Project #21-02

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

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

- A. Certificates of insurance and additional insured endorsements for 2019-2020, as described in Exhibit C, or a letter evidencing participation in an alternative risk management program, including participation with other public agencies in mutual, cooperative, or risk management programs available through joint exercise of powers agencies to the extent that such alternative risk management program affords reasonable coverage for the risks contemplated hereunder giving consideration to similar programs or plans adopted by public entities in the State of California.
- B. Evidence that employees have met the No Child Left Behind (NCLB) requirements.
- C. Monthly employee list certifying all have cleared TB and Fingerprint screenings.
- D. Weekly attendance and activity reports.
- E. Food Service Reimbursable Snack Logs and Q Meal Summary electronic report which meet the requirements of the federal free and reduced lunch program.
- F. Evidence that Consultant's employees and volunteers have complied with the fingerprinting and training requirements required by this Agreement.

Not Project Related

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

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

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

None.

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

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

None.

See attached list.

VIII. AMENDMENT

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

**EXHIBIT A-1**  
**General Provisions**

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

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



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shall apply. Consultant is fully responsible for properly implementing the policy, including but not limited to ensuring that all staff members at each site are appropriately trained in the policy, maintaining at least two (2) staff members at each site who are CPR trained, and confirming that staff members are properly instructed to access disaster preparedness kits.

6. Unauthorized Persons: In the event that Consultant's staff discovers that any unauthorized person (including but not limited to minors who are not enrolled in the Program and not otherwise entitled to be on District property; unauthorized adults, including parents who are forbidden by court order from accessing students; and any other trespassers) is on District's property during the operation of the Program, Consultant's staff shall take immediate action to ensure the safety of all Program students, including, as necessary, seeking assistance from local authorities. Consultant's staff shall immediately notify the Director, Enrichment and Special Programs at District of the incident and provide a written report of the incident to District within twenty-four (24) hours.
7. District Facilities and Equipment: Consultant's use of District facilities and equipment shall be limited to those uses reasonably necessary for the operation of the Program. Consultant shall use District's facilities and equipment with care, leaving each space clean and organized at the end of each Program day. Consultant shall not permit any third parties not affiliated with the Program to use District's facilities and equipment. Consultant shall replace or repair any District facilities or equipment damaged by Program staff or participants, or third parties that Consultant permitted to use the facilities or equipment. Consultant shall not install equipment or fixtures at District facilities without District's prior written consent.

**EXHIBIT A-2**  
**SPORTS – HEALTH AND SAFETY**

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

**1. General Requirements for Consultant’s Program Coaches**

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

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

**2. General Requirements for Student Eligibility in Program Sports**

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

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

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

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

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

### **3. Concussions**

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

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

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

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

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

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

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

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

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

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

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

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

**d. Students – requirements for participation after suspected concussion**

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

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

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

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

**4. Sudden Cardiac Arrest (“SCA”)**

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

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

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

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

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

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

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

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

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

**c. Coaches – requirements if student faints**

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

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

**d. Students – requirements for participation after suspected SCA event**

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

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

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

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

**5. Heat Illness**

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

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

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

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

ii. instructing students to stay hydrated in between practices;

iii. educating students to avoid drinks which dehydrate the body, such as drinks containing stimulants such as ephedrine or high amounts of caffeine;

iv. providing water or sports drinks to students during practice and competition, and providing students with water breaks at least every thirty (30) to forty-five (45) minutes;

v. allowing adequate rest breaks in the shade, and allowing students to remove unnecessary equipment during rest breaks;

vi. if applicable, gradually increasing the intensity and duration of exercise over a seven (7) to fourteen (14) day period in order to give students time to acclimate to practicing in the heat; and

vii. if applicable, introducing protective equipment in phases in order to give students time to acclimate to the additional (*e.g.*, start with helmet, progress to helmet and shoulder pads, and finally progress to full uniform).

## **6. Methicillin-Resistant Staph Aureus (MRSA)**

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

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

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

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sports equipment surfaces (*e.g.*, benches, mats) are cleaned and disinfected on a daily basis, using supplies provided by District.

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

## **7. Performance Enhancement Drugs**

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

**a. Consultant development and implementation of policy.** Consultant shall adopt a policy prohibiting the use and abuse of steroids or other performance enhancement drugs, which policy is subject to District approval. Consultant may adopt District’s policy, or use the Steroids Policy Form prepared by CIF and attached hereto as Exhibit A-2(viii) (or any updated form) as a reference in developing its own policy, the form and content of which shall be subject to District’s prior approval.

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

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

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

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

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**8. Event Emergency Guidelines**

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

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

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



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

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

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

**a. Obligation to Administer Epinephrine; Authorized Individuals**

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

**b. Training of Voluntary Consultant Employees and Volunteers**

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

**2. Epinephrine Prescriptions**

For each school site, District shall obtain from an authorizing physician and surgeon an epinephrine auto-injectors prescription that, at a minimum, includes for elementary schools, one regular epinephrine auto-injector and one junior epinephrine auto-injector, and for junior high schools and middle schools, if there are no pupils who require a junior epinephrine auto-injector, one regular epinephrine auto-injector. District shall be responsible for stocking the epinephrine auto-injector, restocking it if it is used and

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providing access to those employees and/or volunteers of Consultant that have volunteered to provide emergency medical aid to persons suffering or reasonably believed to be suffering from an anaphylactic reaction. Consultant shall promptly notify District no more than forty-eight (48) hours after any administration of an epinephrine auto-injector.

**3. Requirements for the Provision of Emergency Assistance**

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

**4. Copies of Documents**

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

# **Exhibit “A(2)(i)”**

# **Exhibit “A(2)(i)”**

# PREPARTICIPATION PHYSICAL EVALUATION HISTORY FORM

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

Date of Exam \_\_\_\_\_

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

Sex \_\_\_\_\_ Age \_\_\_\_\_ Grade \_\_\_\_\_ School \_\_\_\_\_ Sport(s) \_\_\_\_\_

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

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Do you have any allergies?  Yes  No If yes, please identify specific allergy below.

Medicines  Pollens  Food  Stinging Insects

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

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

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

Explain "yes" answers here

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

Signature of athlete \_\_\_\_\_ Signature of parent/guardian \_\_\_\_\_ Date \_\_\_\_\_

# PREPARTICIPATION PHYSICAL EVALUATION PHYSICAL EXAMINATION FORM

Name \_\_\_\_\_ Date of birth \_\_\_\_\_

## PHYSICIAN REMINDERS

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

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

<sup>a</sup>Consider ECG, echocardiogram, and referral to cardiology for abnormal cardiac history or exam.  
<sup>b</sup>Consider GU exam if in private setting. Having third party present is recommended.  
<sup>c</sup>Consider cognitive evaluation or baseline neuropsychiatric testing if a history of significant concussion.

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

Recommendations \_\_\_\_\_

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

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Signature of physician \_\_\_\_\_, MD or DO

# ■ PREPARTICIPATION PHYSICAL EVALUATION CLEARANCE FORM

Name \_\_\_\_\_ Sex  M  F Age \_\_\_\_\_ Date of birth \_\_\_\_\_

Cleared for all sports without restriction

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

Not cleared

Pending further evaluation

For any sports

For certain sports \_\_\_\_\_

Reason \_\_\_\_\_

Recommendations \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Name of physician (print/type) \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

Signature of physician \_\_\_\_\_, MD or DO

## EMERGENCY INFORMATION

Allergies \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other information \_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

# **Exhibit “A(2)(ii)”**



(INSERT SCHOOL NAME HERE)

Concussion Information Sheet

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

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

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

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

Adapted from the CDC and the 3<sup>rd</sup> International Conference on Concussion in Sport

Document created 5/20/2010

**(INSERT SCHOOL NAME HERE)**

**Concussion Information Sheet**

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

**If you think your child has suffered a concussion**

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

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

**and**

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

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

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

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

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

Adapted from the CDC and the 3<sup>rd</sup> International Conference on Concussion in Sport  
Document created 5/20/2010

# **Exhibit “A(2)(iii)”**

(INSERT SCHOOL NAME HERE)

Información acerca de las concusiones cerebrales

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

**Los siguientes son algunos de los síntomas de una concusión:**

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

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

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

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

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

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

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

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

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

**Y**

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

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

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

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

\_\_\_\_\_  
Nombre del estudiante deportista

\_\_\_\_\_  
Firma del estudiante deportista

\_\_\_\_\_  
Fecha

\_\_\_\_\_  
Nombre del padre, madre o tutor

\_\_\_\_\_  
Firma del padre, madre o tutor

\_\_\_\_\_  
Fecha

Adaptado del Centro de Control de Enfermedades y el documento de la 3ª conferencia internacional sobre las concusiones deportivas escrito el 5/20/2010

# **Exhibit “A(2)(iv)”**

# ACUTE CONCUSSION EVALUATION (ACE)

## CARE PLAN

Gerard Gioia, PhD<sup>1</sup> & Micky Collins, PhD<sup>2</sup>  
<sup>1</sup>Children's National Medical Center  
<sup>2</sup>University of Pittsburgh Medical Center

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

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

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

Today the following symptoms are present (circle or check).

\_\_\_\_\_ No reported symptoms

Physical		Thinking	Emotional	Sleep
Headaches	Sensitivity to light	Feeling mentally foggy	Irritability	Drowsiness
Nausea	Sensitivity to noise	Problems concentrating	Sadness	Sleeping more than usual
Fatigue	Numbness/Tingling	Problems remembering	Feeling more emotional	Sleeping less than usual
Visual problems	Vomiting	Feeling more slowed down	Nervousness	Trouble falling asleep
Balance Problems	Dizziness			

**RED FLAGS: Call your doctor or go to your emergency department if you suddenly experience any of the following**

Headaches that <u>worsen</u>	Look <u>very</u> drowsy, can't be awakened	Can't <u>recognize</u> people or places	Unusual behavior change
Seizures	<u>Repeated</u> vomiting	Increasing confusion	Increasing irritability
Neck pain	Slurred speech	Weakness or numbness in arms or legs	Loss of consciousness

### Returning to Daily Activities

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

### Returning to School

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

~Continued on back page~

### Returning to School (Continued)

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

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

### Returning to Sports

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

**The following are recommended at the present time:**

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

### Gradual Return to Play Plan

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

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

**This referral plan is based on today's evaluation:**

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

ACE Care Plan Completed by: \_\_\_\_\_



# **Exhibit “A(2)(v)”**

# Keep Their Heart in the Game

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

### What is sudden cardiac arrest?

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

### How common is sudden cardiac arrest in the United States?

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

### Who is at risk for sudden cardiac arrest?

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

**FAINTING**  
is the  
**#1 SYMPTOM**  
OF A HEART CONDITION

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

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

### What is an AED?

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



## The Cardiac Chain of Survival

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

### Early Recognition of Sudden Cardiac Arrest



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

### Early Access to 9-1-1



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

### Early CPR



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

### Early Defibrillation



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

### Early Advanced Care



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

# Keep Their Heart in the Game

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

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

### Potential Indicators That SCA May Occur

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

### Factors That Increase the Risk of SCA

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

### What is CIF doing to help protect student-athletes?

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

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

STUDENT-ATHLETE SIGNATURE

PRINT STUDENT-ATHLETE'S NAME

DATE

PARENT/GUARDIAN SIGNATURE

PRINT PARENT/GUARDIAN'S NAME

DATE

For more information about Sudden Cardiac Arrest visit

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

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

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



# **Exhibit “A(2)(vi)”**



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

# California Interscholastic Federation

## SPORTS MEDICINE ALERT

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

### MRSA

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

### WARNING SIGNS

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

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



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

# Preventing MRSA

## *Precautions that coaches should take for preventing the spread of MRSA*

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



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

# What to do about MRSA in School Athletic Programs



## Infection Control Policies and Procedures Checklist

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

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



# **Exhibit “A(2)(vii)”**



www.cifstate.org

# California Interscholastic Federation

## SPORTS MEDICINE ALERT

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

### MRSA

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

### WARNING SIGNS

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

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

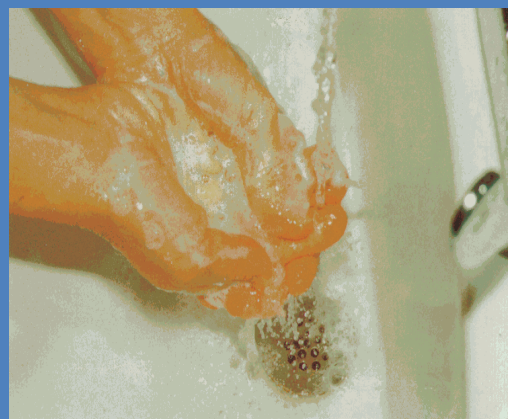
**If you have any of these signs or symptoms, seek medical attention immediately.**



## Preventing MRSA

*Here are some precautions for preventing the spread of MRSA*

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



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

# **Exhibit “A(2)(viii)”**



# CIF Mandatory Steroid Policy



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

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

**Our School Policy:**

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

**PLEASE COMPLETE THIS FORM AND RETURN TO \_\_\_\_\_  
NO LATER THAN \_\_\_\_\_**

**Print Name of Student-Athlete:**

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

\_\_\_\_\_  
*Signature of Student-Athlete named above*

\_\_\_\_\_  
*Date signed*

\_\_\_\_\_  
**Print or type name of Parent/Guardian/Caregiver signing below**

\_\_\_\_\_  
**Relationship to student**

\_\_\_\_\_  
**Signature of Parent/Guardian/Caregiver**

\_\_\_\_\_  
*Date signed*

# **Exhibit “A(2)(ix)”**

# **EVENT EMERGENCY GUIDELINES**

**CALIFORNIA INTERSCHOLASTIC  
FEDERATION**

**MARCH, 2013**

## Purpose

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

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



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## **GENERAL REMINDERS**

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

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

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

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

### **A. RESPONSIBILITIES OF HOME TEAM**

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

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

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

## **B. GUIDELINES FOR VISITING TEAMS**

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

## **C. GUIDELINES FOR BOTH TEAMS**

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

## **PART II: SPECIFIC THREATS**

### **A. INJURIES AND MEDICAL EMERGENCIES**

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

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

### **B. FIRE**

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

### **C. EARTHQUAKE:**

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

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

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

### **B. Outside Event: DROP AND COVER AND STAY OUTSIDE**

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

### **C. Traveling to a School Event: STOP SAFELY**

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

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

#### **D. SEVERE WEATHER**

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

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

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

##### **A. Outside Event**

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

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

## **B. Inside a Building**

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

## **C. Fight Option**

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

## **F. WEAPONS WITHOUT SHOOTING**

### **A. Suspected Weapon On The Premises**

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



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

### **B. Observed Weapon On The Premises**

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

### **G. SUSPICIOUS BEHAVIOR**

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

### **H. CHILD ABUSE**

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

### **Definitions Of Child Abuse:**

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

#### **I. PERSONNEL HARASSMENT**

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

#### **J. POWER OUTAGE**

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

#### **K. MISSING CHILD**

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

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

#### **L. ABDUCTION**

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

#### **M. CONTROLLED SUBSTANCE (Drugs/Alcohol)**

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

#### **N. SEXUAL HARASSMENT**

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

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

## **O. SEXUAL ASSAULT**

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

### **Note: For Sexual Assaults:**

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

## **P. TACTICAL SITUATION**

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

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

## **Q. BOMB THREATS**

### **ALL BOMB THREATS MUST BE TAKEN SERIOUSLY**

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

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

**For Those Individuals Aware Of The Bomb Threat:**

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

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-02**

**COMPENSATION**

- I. The total compensation for the Primary Services, including reimbursement for actual expenses, shall not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000.00) and “Additional Services” not to exceed Two Hundred Fifty Thousand (\$250,000.00) payable through reimbursement as outlined in Exhibit A-0. If the amount of the funding is modified, the Parties agree to amend the costs accordingly through written amendment.
  
- II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed Forty-Five Dollars (\$45.00) per hour without written authorization from the District Superintendent or his designee.
  
- III. Within the grant amount, the District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:
  - A. Monthly expenditure report by school.
  - B. Certification that all employees, agents and contractors that will have contact with students and for whom a certificate has not been previously provided have been properly fingerprinted and TB tested.
  - C. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
  - D. Line items for all supplies properly charged to the Services.
  - E. Line items for all travel properly charged to the Services.
  - F. Line items for all equipment properly charged to the Services.
  - G. Line items for all materials properly charged to the Services.
  - H. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-02**

**INSURANCE**

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

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

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

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

3. Insurance coverage should include:

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

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

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

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

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

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



Not Project Related

Project #21-02

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

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #21-02

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-02**

**CONFLICT OF INTEREST CHECK**

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

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

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

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

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

Lisa A. Franz  
Director, Purchasing

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section C: Special Education Agreement

### **Approval of Agreement #21-08 – Reading Horizons (DeGenna/Jefferson)**

---

Reading Horizons will provide professional development training for Mild to Moderate Teachers and Resource Specialists in the Special Education Services Department.

**Term of Agreement: July 1, 2021 through June 30, 2026**

#### **FISCAL IMPACT:**

Not to exceed \$778,268.75 - Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-08 with Reading Horizons.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-08, Reading Horizons \(13 Pages\)](#)  
[Proposal \(2 Pages\)](#)

## OXNARD SCHOOL DISTRICT

### Agreement #21-08

#### AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 2nd day of June 2021 by and between the Oxnard School District (“District”) and Reading Horizons (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

#### RECITALS

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

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

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

#### OPERATIVE PROVISIONS

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

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

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from July 1, 2021 through June 30, 2026 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

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

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation shall not exceed Seven Hundred Seventy-Eight Thousand Two Hundred Sixty-Eight Dollars and 75 Cents (778,268.75), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ (Initials)

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

\_\_\_\_\_ (Initials)

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

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

\_\_\_\_\_ (Initials)

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

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

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

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

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

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

21. **Indemnification.**

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



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

\_\_\_\_\_ (Initials)

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

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

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

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

To Consultant: Reading Horizons  
1194 W. Flint Meadow Drive  
Kaysville, UT 84037  
Attention: Clint Schiffman  
Phone: (801) 335.7085  
Fax: ( )  
Email: [clint.schiffman@readinghorizons.com](mailto:clint.schiffman@readinghorizons.com)

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

**READING HORIZONS:**

\_\_\_\_\_  
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 #21-08

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-08**

**SERVICES**

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

**\*PER ATTACHED PROPOSAL**

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

**\*PER ATTACHED PROPOSAL**

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

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

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

- None.
- See attached list.

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

- None.
- See attached list.

VII. AMENDMENT

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

- Not Project Related  
 Project #21-08

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-08**

**COMPENSATION**

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

Total compensation shall not exceed Seven Hundred Seventy-Eight Thousand Two Hundred Sixty-Eight Dollars and 75 Cents (\$778,268.75), unless additional compensation is approved in writing by the District.

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

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

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

**IV. The total compensation for the Services shall not exceed \$778,268.75, as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-08**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #21-08

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

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

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

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

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

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

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

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

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

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

- Not Project Related
- Project #21-08

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #21-08**

**CONFLICT OF INTEREST CHECK**

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

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

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

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

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





## Proposal for Oxnard Elementary USD

---

**Prepared for:**  
Theresa McGee

**Prepared by:**  
Clint Schiffman  
Account Representative

# Products & Services

Name	Price	5 Year Price	QTY	Total 5 Year Savings	Subtotal
<b>Professional Development/ Coaching/ Software Seats</b>					
<b>5 Year Agreement</b>					
Reading Horizons Elevate Virtual Professional Development (Two-Day)	\$4,500	\$4000	10	\$5,000	\$40,000.00
Reading Horizons Professional Development / Coaching Workshop	\$3,500	\$3000	12	\$6,000	\$36,000.00
Reading Horizons Discovery Software Seats	\$110	\$100	385	\$19,250	\$192,500.00
Reading Horizons Elevate Software Seats	\$110	\$100	816	\$40,800	\$408,000.00
Online Professional Development Teacher Access	\$100	\$90	100	\$5,000	\$45,000.00
TOTAL SAVINGS			0	\$76,050	\$0.00

Subtotal	<b>\$721,500.00</b>
Tax	<b>\$56,768.75</b>
Shipping	<b>\$0.00</b>
<b>Total</b>	<b>\$778,268.75</b>

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement/MOU #21-09 – Hip Hop Mindset (DeGenna/Shea)**

---

Hip Hop Mindset will provide hip hop dance lessons to students in the Oxnard School District. The program will provide extra enrichment for students after school.

**Term of the Agreement/MOU: July 1, 2021 through June 30, 2022**

#### **FISCAL IMPACT:**

\$60,000.00 – ASES Grant Funds

#### **RECOMMENDATION:**

It is the recommendation of the Manager, Enrichment & Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-09 with Hip Hop Mindset.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #21-09, Hip Hop Mindset \(2 Pages\)](#)

**Agreement/Memorandum of Understanding and Responsibility #21-09  
Between Oxnard School District and  
Hip Hop Mindset**

The scope of this document is to define the roles and responsibilities of Hip Hop Mindset, (Consultant) in providing dance classes to students attending schools in Oxnard School District (District). The purpose is to provide enrichment opportunities for the students in Oxnard School District.

This serves as a Memorandum of Understanding and Responsibility (MOU) agreement that the District and Consultant will work together towards promoting a quality enrichment for students. Both the District and Consultant, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

**I. Consultant**

**A. Curriculum**

1. Consultant will staff and provide hip hop dance instruction at schools in Oxnard School District.
2. Consultant will provide videography and video instruction at schools in Oxnard School District.
3. Consultant will have staff sign into the school office as a visitor and check in with the office manager.

**B. Fees**

1. Total cost of program will not exceed \$60,000.00 including supplies and materials purchased by Consultant or District.
  - a. Any Supplies or materials purchased by Consultant shall have itemized receipts attached with monthly invoice.
  - b. Invoices will be submitted monthly for services provided. The last and final invoice shall be received by District no later than June 30, 2021.
2. Hourly fees will be charged at \$80 an hour.

**C. Insurance and Clearance Requirements**

1. Consultant agrees to carry an insurance policy that meets the requirements of the Oxnard School District Risk Management department that covers the dates of service of this agreement.
2. Pass a fingerprint screening as required by the Department of Justice.
3. Have on file with the District valid proof of negative tuberculosis test.

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

- A. Provide training space for the program.
- B. Supply requested materials.
- C. Support Hip Hop Mindset with live scan fingerprinting
- D. Pay Hip Hop Mindset as outlined above.

William Venegas will monitor this agreement to oversee implementation of project activity in coordination with the Manager of Enrichment & Special Programs. This Agreement/Memorandum of

Understanding and Responsibility shall be effective upon signature and Board approval. The Agreement/MOU will be in effect for the period of July 1, 2021 to June 30, 2022.

**APPROVAL:**

**HIP HOP MINDSET:**

**OXNARD SCHOOL DISTRICT:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

William Venegas  
*Typed Name/Title*

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

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section C: Academic Agreement

### **Approval of Agreement/MOU #21-10 – Ventura County Office of Education – Math Program (DeGenna/Shea)**

---

VCOE Department of Curriculum and Instruction will provide professional development to the Oxnard Scholars after school program staff. Trainings will occur once a month for a minimum of seven total training dates during the 2021-22 school year, and will include information that will assist the Oxnard Scholars lead staff and Manager, Enrichment & Special Programs in supporting the Oxnard Scholars staff with the implementation of Common Core State Standards.

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

#### **FISCAL IMPACT:**

Not to exceed \$21,800.00 – ASES Grant Funds

#### **RECOMMENDATION:**

It is the recommendation of the Manager, Enrichment & Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #21-10 with the Ventura County Office of Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #21-10, Ventura County Office of Education \(1 Page\)](#)

**AGREEMENT/MOU #21-10 BETWEEN  
VENTURA COUNTY OFFICE OF EDUCATION  
AND  
OXNARD SCHOOL DISTRICT  
FOR PROFESSIONAL DEVELOPMENT TRAININGS**

The scope of this document is to define the roles and responsibilities of Ventura County Office of Education Department of Curriculum and Instruction (CI) staff in training the after-school staff and administrator of after-school programs in the Oxnard School District. The purpose is to train the staff and support the Oxnard School District administration in their after-school mathematics program.

This serves as a Memorandum of Understanding and Responsibility Agreement that the **Oxnard School District** and the **Ventura County Office of Education** will work together toward promoting a quality after-school program. Each agency, according to its defined role, agrees to participate in coordinating, providing, and financing the following services for the purpose of this agreement.

1. **Ventura County Office of Education agrees to:**
  - a. Provide a two-day orientation to the Building Numeracy math program by a VCOE math consultant. (\$875 for each full day of training + \$875 for design and preparation of math program materials for each orientation session)
  - b. Provide instructor trainings, lessons, coaching, support, and/or demo lessons (in person or remotely) \$875 for each full day presentation by math specialist and \$875/ full day for design of units and preparation of instructor and site materials for each grade level cluster. (VCOE graphics charges to be paid by OSD).
  - c. Provide handouts or digital documents to administrator of after-school programs and after-school staff. (VCOE graphics charges to be paid by OSD).
  - d. Develop a list of math materials and math literature for the Building Numeracy units (to be purchased by OSD)
  - e. Maintain ownership of all documents and data produced for the Building Numeracy Math Program and the math training sessions.
  - f. Total program costs for professional development and design not to exceed \$18,000.00 and graphics charges not to exceed \$4,800.00 for a total not to exceed \$21,800.00
2. **Oxnard School District agrees to:**
  - a. Provide site for training.
  - b. Provide presentation equipment for in-person meetings (LCD projector, document camera, and laptop)
  - c. Allocate an account for math materials and math literature for each site.
  - d. Support trainings through regular classroom visits by the after-school program administrator to monitor implementation of new learning.
  - e. Pay Ventura County Office of Education, Curriculum and Instruction Department for Content Specialist services, materials, and printing costs for the math units.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activity. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented July 1, 2021 - June 30, 2022.

**For the Oxnard School District**

\_\_\_\_\_  
Lisa A. Franz, Director, Purchasing  
**For the Ventura County Office of Education**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Antonio Castro, Ed.D., Associate Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lisa Cline, Executive Director

\_\_\_\_\_  
Date

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #21-11, Sports For Learning (DeGenna/Shea)**

---

Sports For Learning will provide Social Emotional Learning and Physical activity for the students who attend the Summer Writing, Science, and Math Camp. This program will be offered in person.

**Term of Agreement:** July 6, 2021 through July 30, 2021

#### **FISCAL IMPACT:**

Not to exceed \$173,280.00 - ASES Grant Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment and Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-11 with Sports For Learning.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-11, Sports For Learning \(3 Pages\)](#)  
[Appendix A-Proposal \(2 Pages\)](#)





# Sports For Learning Consultant Agreement

**THIS AGREEMENT** made and entered into by and between Sports For Learning, hereinafter referred to as the “Vendor/Consultant” and the Oxnard School District.

1. It is agreed that the Vendor/Consultant is acting in an independent status and not as an agent or employee of the Oxnard School District.
2. The Vendor/Consultant agrees to provide a Certificate of Liability Insurance that meets the requirements of Oxnard School District and will be received before work commences.
3. Sports For Learning will supply para educator qualified staff to act as near peer mentors/role models while providing Summer School support through our blended Social Emotional Learning (SEL) and Physical Education curriculum. We will be incorporated into the daily schedule at 8 different school sites. Our team will be on site 19 days providing a high quality, high functioning, Summer School program. Appendix A outlines the full program details.
4. The parties enter into this agreement with the understanding that if, for any reason, Oxnard School District wishes to terminate this agreement, it may do so and pay the Vendor/Consultant a prorated portion of the sum due based on work already satisfactorily completed.
5. The Vendor/Consultant will complete the criminal background check requirements of California Education Code Section 45125.1. None of the Sports For Learning employees that may come in contact with District students have been convicted of a violent felony listed in California Penal Code Section 1192.7(c). All Sports For Learning staff will also pass TB testing before beginning work.
6. Vendor/Consultant agrees to defend, indemnify and hold harmless Oxnard School District, its Board of Trustees, officers, agents, volunteers, and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, expenses, liability, damage, injury, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, regardless of and however caused, brought or recovered against any of the above arising out of or incident to any alleged acts, negligence, omissions or willful misconduct of the Vendor/Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services and/or the Products or this Agreement, including without limitation the payment of all consequential damages and attorney fees and other related costs and expenses. Vendor/Consultant shall defend, at Vendor/Consultant’s own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every



# Sports For Learning Consultant Agreement

kind that may be brought or instituted against the District, its directors, officials, officers, employees, agents or volunteers. Vendor/Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding resulting from services rendered by Vendor/Consultant. Vendor/Consultant shall reimburse District and its directors, officials, officers, employees, agents and volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor/Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

7. The contract amount for this program is acting as a not to exceed amount, Sports For Learning will only invoice Oxnard School District for the services rendered with the understanding that the final scope of services may be less. The hourly rate for the program is \$95 for an hour of service.



# Sports For Learning Consultant Agreement

Oxnard School District agrees to compensate the Vendor/Consultant for services rendered above in the total amount of **\$173,280**.

## CONSULTANT:

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

Site/Facility Name & Address

July 6<sup>th</sup> 2021 to July 30<sup>th</sup> 2021

Event Date(s) and Times

**IN WHITNESS WHEREOF**, the parties hereto have executed this agreement on the date and year first above written.

Sports For Learning	466 Cass Street, Unit 200
---------------------	---------------------------

Company Name

Company Street Address

San Diego	CA	92109	323-484-2402
-----------	----	-------	--------------

City

State

Zip Code

Phone Number

Shane Schuurmans / \_\_\_\_\_ / 4/25/2021

Legal Representative's Name (Print)

Signature

Date

## DISTRICT:

**I certify allowing Sports For Learning to perform their services at Oxnard School District.**

District: Oxnard School District

Address: 1051 South A Street, Oxnard, CA 93030

Title: Director, Purchasing

Print Name: Lisa A. Franz

Signature: \_\_\_\_\_



# Appendix A: Oxnard School District - Summer Program

## Oxnard School District

1051 South A Street,  
Oxnard, CA 93030  
United States

**Reference: 20210409-180608613**

Quote created: April 9, 2021

Quote expires: July 8, 2021

Quote created by: Shane Schuurmans

VP of Sales

shane@sportsforlearning.com

### Comments from Shane Schuurmans

#### Program Details:

Start Date: July 6th

End Date: July 30th

Schools: 8

Coaches per school: 4

Number of Days: 19

Hours per day: 3

Total hours: 1,824

Cost of program: \$173,280

\*The above program is a projection of maximum need and is operating as a not-to-exceed amount. The exact cost of the program will be known once the number of students participating is confirmed.

## Products & Services

Item & Description	Quantity	Unit Price	Total
Summer Program Using a near-peer mentorship model, our college student and recent graduate coaches will deliver a blended Social Emotional Learning & Sports program to students during your Summer School.	1824	\$95.00	\$173,280.00

## Subtotals

One-time subtotal

\$173,280.00

**180**

---

**Total \$173,280.00**

**Questions? Contact me**



Shane Schuurmans  
VP of Sales  
shane@sportsforlearning.com

Sports For Learning  
4666 Cass St., Suite 200  
San Diego, CA 92109  
US

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Victor Torres

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section C: Personnel Agreement

### **Approval of Agreement #21-12 – California Lutheran University – Teaching Internship Agreement (Torres/Batista)**

---

This agreement between the Oxnard School District and California Lutheran University (CLU) will allow students from CLU to obtain suitable clinical experience through supervised teaching to students enrolled in the multiple and single subject, and educational specialist initial teaching credential program.

**Term of Agreement:** August 1, 2021 through July 31, 2026

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is recommended by the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #21-12 with California Lutheran University.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-12, California Lutheran University \(7 Pages\)](#)

California Lutheran  
UNIVERSITY

TEACHING INTERNSHIP CONTRACT

This Agreement is made between California Lutheran University (CLU) and Oxnard School District (AGENCY)

RECITALS

- A. CLU has established an approved program of special training entitled the Intern Program, to provide clinical experience through supervised teaching to students enrolled in the Multiple Subject, Single Subject and Education Specialist (mild to moderate, moderate to severe and deaf and hard of hearing) initial teaching credential programs (the "Program").
- B. Program requires supervision and facilities provided by the Oxnard School District (AGENCY) where students can obtain the clinical learning experience required in the curriculum; and
- C. The Oxnard School District (AGENCY) provides the clinical setting, supervision, and equipment needed by Program Interns as part of their practical learning experience.

TERMS

In consideration of the mutual promises and conditions in this Agreement and for good and valuable consideration, CLU and the Oxnard School District (AGENCY) agree as follows:

1.0 Obligations of the Agency.

- 1.1 AGENCY will provide suitable clinical learning experience and supervision for the intern. The intern is recognized as an employee of the AGENCY.
- 1.2 AGENCY will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of CLU's program.
- 1.3 AGENCY agrees to not reduce an intern's salary by more than 1/8 of the intern's total salary to pay for support and mentoring personnel and that the salary not be less than the minimum base salary paid to a regularly certificated person.
- 1.4 AGENCY agrees to provide support personnel for the intern. Support personnel must have the following minimum qualifications:
- a. Valid corresponding credential

- b. At least three full years of successful teaching experience
- c. EL authorization (if providing EL support)

1.5 AGENCY agrees that if the intern salary is reduced, no more than eight interns may be mentored by one qualified support person.

1.6 AGENCY agrees that no appropriately certificated employee will be displaced by the use of any intern and that the AGENCY is unable to fill the necessary position with a qualified certificated employee for which this internship credential is being implemented.

1.7 AGENCY agrees to have on file procedures for assignment and evidence of paying the support personnel assigned to intern.

1.8 The AGENCY agrees that the rationale for implementing and participating in the California Lutheran University Teaching Internship Credential Program is to provide appropriately trained personnel to meet the educational needs of the students within the Oxnard School District (AGENCY). This includes:

- a. providing sufficient resources for the intern to perform their job
- b. providing protected time for the AGENCY-provided support personnel to work with the intern within the school day
- c. Identify time and frequency of support and clearly define the expectations for support.
- d. Collaboratively developing an *Intern Support Plan* (ISP) **prior** to the intern beginning his/her teaching assignment. The ISP will detail how the intern will receive 144 hours of supports, and 45 additional hours of English Learner support during each year of assuming the role of "teacher of record." The ISP will be revised as needed in collaboration with all partners. The ISP will be kept jointly by the AGENCY and CLU.

1.9 The AGENCY has advised and consulted with the exclusive representative of the applicable employees in this area.

1.10 AGENCY shall provide all equipment and supplies needed for clinical instruction at Facility.

1.11 AGENCY shall arrange for emergency care in case of illness or accident to any participating intern including workers compensation insurance.

1.12 Terms of employment, including the evaluation process of site support is clearly defined for the intern.

1.13 AGENCY will identify an individual who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiate for English learning students. This support person(s) will provide mentorship for assessing language needs and progress, and to support language accessible instruction through



in-classroom modeling and coaching as needed. (may be the same mentor as the support personnel providing the individual holds a credential with an EL authorization).

1.14 AGENCY will instruct the support personnel to assist the intern in maintaining an Intern Support Log (provided by the University) to document no fewer than **144** hours of general support and **45** hours of English learner support.

## 2.0 Obligations of CLU.

2.1 CLU will ensure that the intern meets all CTC pre-service requirements in order to qualify for an intern program.

2.2 CLU will work with the facility to develop a professional plan that includes:

- provisions for ongoing evaluation of the AGENCY intern
- description of the courses and other requirements to be completed by the intern

2.3 CLU will provide supervision of the intern according to a prescribed plan (ISP). University supervisor qualifications will include:

- current knowledge of the content area being supervised
- ability to model best professional practices in teaching and learning.
- knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity
- thorough grasp of the academic standards, frameworks, and accountability systems that drive curriculum.

2.4 CLU will provide and maintain the records and reports necessary for conducting the students' internship experience.

2.5 CLU will prohibit the publication by the intern, faculty, and staff members of any material relative to their clinical learning experience that has not been approved for release for publication by both Facility and CLU.

2.6 CLU will provide the AGENCY with a description of the internship program, curriculum and objectives to be achieved.

2.7 Instructors and interns at CLU will abide by the rules and policies of AGENCY while using its facilities.

2.8 CLU will provide its University Supervisors with ongoing support and training regarding the mentoring process and the documentation process necessary for the intern program.

2.9 CLU will identify the time and frequency of observations and coaching to the intern and the AGENCY. Visits to the site by the University Supervisor will include

in-classroom observations and in-classroom coaching.

2.10 CLU will support collaboration between the AGENCY appointed support provider and the university supervisor.

### 3.0 Term.

3.1 This agreement will commence on August 1, 2021, and is valid for five years. (or if changes are required for CTC regulations or standards)

### 4.0 Application of AGENCYs Rules.

The intern will be under the jurisdiction of the AGENCY for training purposes and will follow facility rules to the extent that such rules directly relate to the internship. CLU interns will be expected to conduct themselves in a professional manner such that their attire and their appearance conform to the accepted standards of Facility.

### 5.0 Reservation of Rights: Placement.

CLU and the AGENCY each reserve the right to withhold or withdraw the placement of Program students depending upon the availability of facilities and qualified support personnel to adequately provide a satisfactory field experience.

### 6.0 Insurance Hold Harmless.

6.1 CLU agrees to defend, indemnify, and hold harmless the AGENCY, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of CLU or those of any of its officers, agents, employees, or students, but only in proportion to and to the extent that such claims, demands, losses, damages and expenses, legal fees and costs, other obligations or claims, or any subject of this Agreement. CLU is also held harmless for worker's compensation, AGENCY taxes and withholding, and any other financial costs related to employment of AGENCY employees.

AGENCY agrees that it will indemnify and hold harmless CLU, its servants, agents and employees, and any students acting as such, from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of AGENCY, its servants, agents, or employees, in connection with or arising out of the activity which is the subject of this Agreement. AGENCY is also held harmless for workers compensation, CLU taxes and withholding, and any other financial costs related to employment of CLU employees.

6.2 Each party to this Agreement shall provide and maintain Worker's

Compensation including agency's Liability Insurance as required under the law of the State of California. In addition, each party shall provide and maintain at its own expense a program of insurance covering its activities and operations, herunder, with respect to the acts and omissions of each respective party's employees, interns, agents, and/ or students, which shall include but limited to; (1) comprehensive general liability; and (2) professional liability. The general liability insurance shall have a minimum coverage of US \$1,000,000 per occurrence and US \$3,000,000 aggregate. The professional liability insurance shall carry a single limit of not less than US \$1,000,000 per occurrence and US \$3,000,000 aggregate.

#### 7.0 Laws, Rules, and Regulations; Non-Discrimination.

7.1 AGENCY and CLU agree that neither will discriminate against any individual on the basis of age, sex, race, creed, color, sexual orientation, religious belief, national or ethnic origin, disability, marital status, status as a disabled veteran, or veteran of the Vietnam era, and that Facility agrees to comply with all nondiscriminatory laws and policies that CLU promulgates and to which CLU is subject.

7.2 AGENCY agrees that it will abide by all applicable executive orders, federal, state and local laws, rules and regulations in effect as of the date of this Agreement, and as they may change or be amended from time to time, including, but not limited to, compliance with the Americans with Disabilities Act.

7.3 CLU shall be responsible for ascertaining from the AGENCY all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present. The Intern is required to comply with Education Code section 45125.1, Fingerprint certification requirements. CLU must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the AGENCY under this Agreement. The Intern is required to comply with Education Code section 49406, Examination for tuberculosis requirements. CLU must cause to be on file with the AGENCY a certificate from the examining physician showing the Intern has been examined and found free from active tuberculosis.

#### 8.0 Use of Name; Advertising.

Neither party shall use the other's name or any corporate or business name which is reasonably likely to suggest that the two parties are related, without first obtaining the written consent of the-other-party.

#### 9.0 Termination

Either party may terminate this agreement upon 30 day's written notice to the other party except if CLU's termination of this agreement is based on lack of funding, or it is discovered that site supervision is not being provided in accordance with this agreement; the 30 days' notice shall not apply. The notice required under this clause shall be sent by registered mail.

10.0 Non-Assignment and Subcontracting.

Agency shall not assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the written approval of CLU.

11.0 Entire Agreement; Modification.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

12.0 Governing Law.

This Agreement shall be governed by and construed under the laws of the State of California, which shall be the forum for any lawsuit arising from or incident to this Agreement.

13.0 Consideration.

Under the terms of this Agreement, neither party provides any compensation to the other party for services rendered under this agreement.

14.0 Severability.

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

15.0 Waiver.

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

California Lutheran University:

Oxnard School District

By:   
(Signature)

By: \_\_\_\_\_  
(Signature)

Karen Davis  
(Printed Name)

Lisa A. Franz  
(Printed Name)

V.P. for Administration & Finance  
(Title)

Director, Purchasing  
(Title)

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Victor Torres

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section C: Personnel Agreement

### **Approval of Agreement #21-13 – California Lutheran University – Student Teaching Agreement (Torres/Batista)**

---

This agreement between the Oxnard School District and California Lutheran University (CLU) will allow students from CLU to obtain suitable elementary education teaching practicum experience.

**Term of Agreement:** August 1, 2021 through July 31, 2026

#### **FISCAL IMPACT:**

None

#### **RECOMMENDATION:**

It is recommended by the Director, Certificated Human Resources, and the Assistant Superintendent, Human Resources, that the Board of Trustees approve Agreement #21-13 with California Lutheran University.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-13, California Lutheran University \(7 Pages\)](#)

California Lutheran  
UNIVERSITY

STUDENT TEACHING CONTRACT

This Agreement is made between California Lutheran University ("CLU") and Oxnard School District ("Facility").

RECITALS

A. CLU has established an approved program of special training entitled the Student Teacher Program, to provide initial teaching experience through supervised teaching to students enrolled in teacher training curricula (the "Program"); multiple and single subject and educational specialist initial credentials.

B. Program requires supervision and facilities where students can obtain the clinical learning experience required in the curriculum; and

C. Facility has the clinical setting, supervision, and equipment needed by Program trainees as part of their practical learning experience.

TERMS

In consideration of the mutual promises and conditions in this Agreement and for good and valuable consideration, CLU and Facility agree as follows:

1.0 Obligations of Facility.

1.1 Facility will provide suitable clinical learning experience and supervision consistent with the Program's curriculum and objectives in accordance with CLU's academic calendar. Clinical learning experience shall include supervised teaching in schools and classes of the Facility, not to exceed ten (10) semester units of supervised student teaching for up to 75 full time individual students during the academic year, and/or up to ten (10) CLU students possessing valid internship credentials and enrolled with CLU for supervised teaching in schools or classes of the Facility, and under the direct supervision and instruction of Facility's employees as agreed upon by duly authorized representatives of Facility and CLU. Professional development schools are exempt from the unit limitation.

1.2 Facility will designate appropriate personnel to coordinate the students' clinical learning experience in the Program. This will involve working with CLU faculty and staff to assign students to specific clinical cases and experiences, and include the students in selected conferences, clinics, courses, and programs conducted under the direction of Facility. "Supervised teaching" as used in the contract means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of tenured employees of Facility holding valid professional clear credentials, authorizing them

to serve as classroom teachers in the school or classes in which the supervised teaching is provided. It is understood that in no case shall students in learning situations replace regular staff. CLU students enrolled in the clinical experience shall receive a minimum of fifteen (15) weeks of supervision, in conformity with Title 5, California Administrative Code, Sections 6130 (f) (2) and 6160 (f) (2). The clinical experience shall commence on the date the student presents the assignment card and attendant CLU documents to the designated Facility employee.

1.3 Facility will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of CLU's program.

1.4 Facility shall provide to the teacher candidate appropriate access to student records, including CELDT scores, IEP goals and objectives, and other student demographic data as required by CalTPA.

1.5 Facility will assist the teacher candidate in obtaining parent permission to use student work and the videotaping of lessons for the express purpose of CalTPA requirements.

1.6 Facility will recommend to CLU the withdrawal of a Program student if: (1) the achievement, progress, adjustment, or health of the student does not warrant continuation at Facility, or (2) the behavior of the student fails to conform to the applicable regulations of Facility. Facility will assist CLU, if necessary, in implementing this recommendation.

1.7 Facility reserves the right, exercisable in its discretion after consultation with CLU, to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Facility.

1.8 Facility shall provide all equipment and supplies needed for clinical instruction at Facility.

1.9 Facility shall arrange for emergency care in case of illness or accident to any participating student.

## 2.0 Obligations of CLU.

2.1 CLU will provide and maintain the records and reports necessary for conducting the students' clinical learning experience.

2.2 CLU will withdraw a student from the clinical program at Facility if, after consultation with Facility personnel, CLU determines such action to be warranted.

2.3 CLU will prohibit the publication by the students, faculty, and staff members of any material relative to their clinical learning experience that has not been approved for release for publication by both Facility and CLU.



2.4 CLU, through Office of the Dean of the Graduate School of Education or Coordinator of Candidate Placement, after consultation with Facility, shall plan and oversee the educational program for student clinical experiences.

2.5 CLU will ensure that all candidates have passed subject matter competency, have been fingerprinted and issued a Certificate of Clearance, and have passed all state and university requirements prior to being placed in the classroom.

2.6 CLU will provide Facility with an annual announcement or description of the program, curriculum and objectives to be achieved at Facility, and the academic calendar of CLU.

2.7 Instructors and students at CLU will abide by the rules and policies of Facility while using its facilities.

### 3.0 Term.

3.1 This agreement will commence on August 1, 2021 and is valid for five years.

### 4.0 Application of Facility's Rules.

CLU students, during clinical training at Facility, will be under the jurisdiction of Facility officials for training purposes and will follow Facility rules to the extent that such rules directly relate to clinical training. CLU students will be expected to conduct themselves in a professional manner such that their attire and their appearance conform to the accepted standards of Facility.

### 5.0 Reservation of Rights: Placement.

CLU and Facility each reserve the right to withhold placement of Program students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

### 6.0 Insurance Hold Harmless.

6.1 CLU agrees to render a certificate of liability insurance to Facility indicating coverage of CLU and its agents, employees, and students for their acts, failure to act, or negligence arising out of or caused by the activity which is the subject of this Agreement.

6.2 Facility agrees that it will indemnify and hold harmless CLU, its servants, agents and employees, and any students acting as such, from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person(s) or personal property or otherwise which arises out of the act, failure to act, or negligence of

Facility, its servants, agents, or employees, in connection with or arising out of the activity which is the subject of this Agreement.

#### 7.0 Laws, Rules, and Regulations; Non-Discrimination.

7.1 Facility and CLU agree that neither will discriminate against any individual on the basis of age, sex, race, creed, color, sexual orientation, religious belief, national origin, disability, status as a disabled veteran, or veteran of the Vietnam era, and that Facility agrees to comply with all nondiscriminatory laws and policies that CLU promulgates and to which CLU is subject.

7.2 Facility agrees that it will abide by all applicable executive orders, federal, state and local laws, rules and regulations in effect as of the date of this Agreement, and as they may change or be amended from time to time, including, but not limited to, compliance with the Americans with Disabilities Act.

#### 8.0 Remuneration.

8.1 CLU shall pay Facility's supervising teachers for the performance of all services required to be performed under this contract at the rate indicated on the annual cooperating teacher agreement (see Appendix A).

8.2 Facility will not provide remuneration either in the form of pay or in kind to any employees of CLU for any services performed or activity required in connection with matters associated with this Agreement.

#### 9.0 Use of Name; Advertising.

Neither party shall use the other's name or any corporate or business name which is reasonably likely to suggest that the two parties are related, without first obtaining the written consent of the-other-party.

#### 10.0 Termination

Either party may terminate this agreement upon 30 day's written notice to the other party except that if CLU terminates this agreement based on lack of funding, the 30 days' notice shall not apply. The notice required under this clause shall be sent by registered mail.

#### 11.0 Non-Assignment and Subcontracting.

Facility shall not assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the written approval of CLU.

12.0 Entire Agreement; Modification.

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

13.0 Governing Law.

This Agreement shall be governed by and construed under the laws of the State of California, which shall be the forum for any lawsuit arising from or incident to this Agreement.

14.0 Consideration.

Under the terms of this Agreement, neither party provides any compensation to the other party for services rendered under this agreement.

15.0 Severability.

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

16.0 Waiver.

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

California Lutheran University:

Facility: Oxnard School District

By:   
(Signature)

By: \_\_\_\_\_  
(Signature)

Karen Davis  
(Printed Name)

Lisa A. Franz  
(Printed Name)

V.P. for Administration & Finance  
(Title)

Director, Purchasing  
(Title)

## Appendix A

California  
Lutheran  
University

### Cooperating Teacher Agreement

60 W. Olsen Road #4100  
Thousand Oaks, CA 91360

Have you been paid by Californian Lutheran University as a Cooperating Teacher in the past?

Click this link [-> W-9 IRS fillable form](#) <- to complete a W9 form.

Note this will take you to the IRS official site to complete a W-9. You will need to complete, print, physically sign, and scan the form to your computer so that you can attach it to this form. Closing the IRS TAB will return you to this form.

Do not use the back arrow on the IRS site. Do not close the tab that you are using to complete this form. If you close the Cooperating Teacher Request Form tab, you will need to start over.

You must print and physically sign the W-9 form. The Business Office cannot accept an E-Signature on a W-9 form.

Once you have printed and signed the W-9 form, you can either scan and save it to your computer and attach the file here or send the signed paper W-9 form to The California Lutheran University Graduate School of Education Administrative Assistant, Clarisse Lincir. The fax number and mailing address will be sent to you in an email after you submit this form.

#### W-9 Form:

Cooperating Teacher Name:  Semester:  Please Select  Year:   
Name of School:  Please Select  Grade:   
District:  CLU-Trained\*  Please Select   
\*Attended CLU Cooperating Teacher orientation training

I agree to provide supervision of teacher candidates. I have reviewed the Cooperating Teacher Handbook on the CLU website at <http://www.calutheran.edu/education/faculty/learning-and-teaching/>

I understand that the Teacher Candidate needs experience with many aspects of classroom organization, management, and curriculum, including (but not limited to) the following:

- Student assessment in reading, writing, math and science or IEP/504 plan (multiple subject)
- Student assessment in reading and content area or IEP/504 plan (single subject)
- Instruction based on state content standards
- Opportunity to use technology in instruction
- Access to both English learning and special needs students to complete State and university requirements and assignments
- Access to focus students' cumulative files in order to complete credential requirements
- Lesson planning in all curricular areas including integration of subjects
- Grouping students for skill, heterogeneity, interest, level, or IEP/504
- Differentiating lesson plans and assessments to meet the needs of all students
- Manipulative and resource materials for reading, math, science, or special materials for adaptations and accommodations listed in IEP/504 plans
- Classroom library organization including leveled readers, age appropriate, culturally diverse literature in a variety of genres, and expository texts
- Resources of school: resource, reading lab, computer lab, etc.
- Grade level, faculty meetings, in-service, parent conferences, and IEP/504 meetings when appropriate
- Allow the video taping of a lesson in order to complete State credential requirements (Permission forms will be obtained from parents if students are included in the video.)

By checking this box I affirm that I Agree and Understand the requirements for cooperating teacher participation listed above.

In order to provide better service to cooperating teachers, this form is required and for internal use only. For questions, please contact the Department of Learning and Teaching at (805) 493-3423.

Semester  - Please Select -  Year:  Methods  Full Time Student Teaching

Student Name:

Supervisor:

Cooperating Teacher:  Soc. Sec.#   
REQUIRED FOR STIPEND PAYMENT

Home Address:

City:  State  Zip

Previous Address:

Home Phone:  Work Phone:

E-mail address:

Education: Degree   Major  University  Date   
Degree   Major  University  Date   
Other

Have you ever attended Cal Lutheran?  - Please Select -

Credential(s) Held: Elementary  Secondary  Ed. Spec   
Other subjects:

School Name:

School Address:

City:  Zip

Principal:  School Phone

Stipend:

Cooperating Teacher Signature  Date:

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section C: Enrichment Agreement

### **Approval of Agreement #21-22 – Art Trek Inc. (DeGenna/Shea)**

---

Art Trek Inc. will provide lessons, materials, coaching, and activities for students participating in the ASES program during the 2021-22 school year.

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

#### **FISCAL IMPACT:**

Not to Exceed \$34,500.00 – Unrestricted General Fund

#### **RECOMMENDATION:**

It is the recommendation of the Manager, Enrichment & Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #21-22 with Art Trek Inc.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #21-22, Art Trek Inc. \(2 Pages\)](#)



# AGREEMENT #21-22 FOR AFTER SCHOOL ENRICHMENT AND SAFETY Oxnard School District FY 2021-2022

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

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

**1. SERVICES for ASES program:** Art Trek shall provide the following services to your school district for the 2021-2022 school year:

Monthly three (3) hour training workshops (\$1500 each) at which After School Enrichment and Safety (ASES) Program staff receive for themselves and their students:

- Art Trek lessons and training for: classroom teaching methods, English language support, materials set up and use, grade and material modifications. Attendees learn the lessons and process as a group in these meetings.
- Written instructional lessons, Art Trek art samples, Great Masters prints (when applicable)
- Classroom language arts and visual arts extensions
- School visitations/evaluations/support
- Conversation Starters for purposeful dialogue to help build English Learners through conversations where both teacher and student lead.

#### **ADDITIONAL AGREEMENTS:**

- All training workshops for the 2021-2022 school year will be scheduled by July 1, 2021.
- Thematic overview will be submitted by Art Trek, Inc. to the Oxnard School District for review by July 1, 2021.

Copies of the lessons and imagery will be provided by Art Trek, and OSD will be invoiced accordingly.

Classroom materials to be supplied by OSD. Workshop materials to be supplied by Art Trek

**PROGRAM FEES FOR ASES:**

**Maximum Budget for ASES program 2021-2022:**

\$ 27,000 -Teacher Workshop Fees (up to 18 monthly workshops at \$1500 ea)  
 \$ 5,000 - Planned Art Program Classroom Support/Visits  
\$ 2,500 -Art Gala support  
 \$ 34,500 TOTAL\*

\*Plus reimbursement for any specialized materials or photocopies for the success of the program.  
 (must be pre-approved by office of Ginger Shea).

**INVOICING:** All teacher training workshop invoices, specialized materials or photocopies invoices and classroom visits will be mailed following each workshop. Payment is due upon receipt.

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

If this Agreement meets with your approval, please sign, date, and return e-mail, or snail mail.



\_\_\_\_\_  
 Nan Young, Director

March 15, 2021

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Date



## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Amendment #1 to Agreement #20-133 with Dr. Michael McQuillan, OD (DeGenna/Jefferson)**

---

At the Board Meeting of March 3, 2021, the Board of Trustees ratified Agreement #20-133 with Dr. Michael McQuillan, OD, in the amount of \$6,000.00, to provide Independent Evaluator Services to the Special Education Services Department during the 2020-2021 academic year.

Amendment #1, in the amount of \$6,000.00, is required to adjust the total expected cost through the end of the fiscal year, for a new total agreement amount of \$12,000.00.

#### **FISCAL IMPACT:**

\$6,000.00 – 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 Amendment #1 to Agreement #20-133 with Dr. Michael McQuillan, OD.

#### **ADDITIONAL MATERIALS:**

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

[Agreement #20-133, Dr. Michael McQuillan, OD \(15 Pages\)](#)

**Amendment #1 to Agreement #20-133 with  
Dr. Michael McQuillan, OD  
June 2, 2021**

At the Board Meeting of March 3, 2021, the Board of Trustees ratified Agreement #20-133 with Dr. Michael McQuillan, OD, in the amount of \$6,000.00, to provide Independent Evaluator Services to the Special Education Services Department during the 2020-2021 academic year.

Amendment #1, in the amount of \$6,000.00, is required to adjust the total expected cost through the end of the fiscal year, for a new total agreement amount of \$12,000.00.

By: \_\_\_\_\_  
*Dr. Michael McQuillan, OD*

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

**OXNARD SCHOOL DISTRICT:**

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

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

OXNARD SCHOOL DISTRICT

Agreement #20-133

COPY

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is entered into as of this 3rd day of March 2021 by and between the Oxnard School District ("District") and Dr. Michael McQuillan, OD ("Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from January 1, 2021 through June 30, 2021 (the "Term"). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B "Compensation". The total compensation shall not exceed Six Thousand Dollars (\$6,000.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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


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

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

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

 (Initials)

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

 (Initials)

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

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

 (Initials)

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

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

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

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


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

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

21. **Indemnification.**

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

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

 (Initials)

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

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

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

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

To Consultant: Dr. Michael McQuillan, OD  
761 E. Daily Drive, Suite #120  
Camarillo, CA 93010  
Phone: (805) 484.0577  
Fax:  
Email: [gke6349@gmail.com](mailto:gke6349@gmail.com)

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

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

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

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



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

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

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

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

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**OXNARD SCHOOL DISTRICT:**

Lisa A. Franz  
Signature

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

3-4-2021  
Date

Tax Identification Number: 95-6002318

**DR. MICHAEL MCQUILLAN, OD:**

Michael McQuillan  
Signature

Typed Name/Title

2/22/21  
Date

Tax Identification Number: 77 0280573

Not Project Related

Project #20-133

**EXHIBIT A**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-133**

**SERVICES**

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

**\*PER ATTACHED FEE SCHEDULE**

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

**\*PER ATTACHED FEE SCHEDULE**

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:

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

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

None.

See attached list.

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

None.

See attached list.

**VII. AMENDMENT**

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

**EXHIBIT B**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-133**

**COMPENSATION**

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

Total compensation shall not exceed Six Thousand Dollars (\$6,000.00), per hourly fees as listed, unless additional compensation is approved in writing by the District.

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

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

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

**IV. The total compensation for the Services shall not exceed \$6,000.00, as provided in Section 4 of this Agreement.**

**EXHIBIT C**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-133**

**INSURANCE**

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

Not Project Related

Project #20-133

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 #20-133

**EXHIBIT D**  
**TO AGREEMENT FOR CONSULTANT SERVICES #20-133**

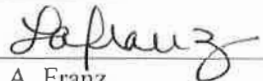
**CONFLICT OF INTEREST CHECK**

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

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

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

Date: 3-4-2021

By:   
Lisa A. Franz  
Director, Purchasing

Michael McQuillan, OD  
 761 E. Daily Dr. Suite #120  
 Camarillo, Ca 93010  
 (805) 484-0577

## OPTOMETRY FEE SCHEDULE

Revised date 07/01/2020

92002	Intermediate eye examination, new patient	\$ 229.00
92004	Comprehensive eye examination, new patient	\$ 299.00
92012	Intermediate eye examination, established patient	\$ 199.00
92014	Comprehensive eye examination, established patient	\$ 249.00
92015	Refraction	\$ 86.00
92020	Gonioscopy	\$ 99.00
92025	Corneal Topography	\$ 118.00
92060	Binocular evaluation	\$ 159.00
92064	Vision Training Evaluation, new patient	\$ 370.00
92064-C	Vision Training Evaluation, established patient	\$ 270.00
92065	Vision Training per appointment	\$ 229.00
92065 -C	Vision Training for 24 Sessions	\$ 2900.00
92070	CL Fitting for treatment of disease	\$ 329.00
92082	Visual field examination, intermediate	\$ 229.00
92083	Visual field examination, extended	\$ 259.00
92133	OCT ONH	\$ 219.00
92134	OCT Retina	\$ 219.00
92225	Extended Ophthalmoscop, initial	\$ 239.00
92250	Retinal Photography/Optomaps	\$ 159.00
92285	Ocular Photography, external	\$ 99.00
92310	Fitting and follow-up of contact lenses	\$ 149.00
92310-99	Orthokeratology	\$ 2899.00
92313	Fitting and follow-up/specialty lens	\$ 219.00
99050	Emergency after hours/holiday visit	\$ 379.00
99075	Medical Testimony/ Per Hour	\$ 579.00
99080	Special Writing Report	\$ 309.00
99201	Brief Writing Report, new patient	\$ 219.00
99202	Expanded Writing Report, new patient	\$ 289.00
99203	Limited, new patient	\$ 199.00
99204	Intermediate, new patient	\$ 319.00



99205	Comprehensive, new patient	\$ 349.00
99211	Minimal, established patient	\$ 95.00
99212	Brief, established patient	\$ 129.00
99213	Expanded, established patient	\$ 149.00
99214	Limited, established patient	\$ 249.00
99215	Comprehensive Specialty, established patient	\$ 279.00
99241	Office Consultation, brief	\$ 119.00
99242	Office Consultation, expanded	\$ 239.00
99243	Office Consultation, limited	\$ 199.00
99244	Office Consultation, intermediate	\$ 399.00
99245	Office Consultation, comprehensive	\$ 499.00
99272	Confirmatory (second opinion), brief	\$ 229.00
99273	Confirmatory (second opinion), limited	\$ 269.00
99274	Confirmatory (second opinion), expanded	\$ 329.00
99275	Confirmatory (second opinion), comprehensive	\$ 419.00

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Agreement #20-167 with Ventura County Office of Education, Paraeducator Services, SCP (DeGenna/Jefferson)**

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

Student: DR022207 - \$18,881.15

#### **FISCAL IMPACT:**

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-167 with VCOE for Paraeducator services in the amount not to exceed \$18,881.15.

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-167 with VCOE for Paraeducator services in the amount not to exceed \$18,881.15.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-167, Ventura County Office of Education \(1 Page\)](#)



# AGREEMENT

## For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **March 12, 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.

**DR022207**

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Triton Academy, 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 1,944 minutes weekly. 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 3/12/2021 (IEP date~12/15/2021), 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>
	3/12/2021-6/11/2021 (ESY: 6/14/2021-6/30/2021)	(ESY: 7/1/2021-7/9/2021) 8/18/2021-12/15/2021
<b>ESTIMATED COSTS:</b>	\$ <u>18,881.15</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 \$ 18,881.15

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section C: Academic Agreement

### **Ratification of Agreement #20-172, Ventura County Office of Education (DeGenna/Shea)**

---

VCOE Career Education will provide K12 Strong Workforce Program (SWP) funding to support career exploration in high demand fields such as Nursing and STEAM. This funding is targeted for 7th and 8th grade students to support making decisions in high school to select a career path. The opportunities in this grant extend over multiple school years. This MOU formalizes the relationship and provides VCOE with the documentation needed for SWP grant requirements.

**Term of Agreement/MOU: July 1, 2020 through December 31, 2022**

#### **FISCAL IMPACT:**

Grant award to Oxnard School District - \$45,500.00

#### **RECOMMENDATION:**

It is the recommendation of the Director, Enrichment and Special Programs, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #20-172 with the Ventura County Office of Education.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement-MOU #20-172, Ventura County Office of Education \(14 Pages\)](#)



Memorandum of Understanding

*OXNARD SCHOOL DISTRICT*  
And  
*VENTURA COUNTY OFFICE OF EDUCATION*

**K12 Strong Workforce Program - July 2020**

This service contract sets forth the terms and conditions under which the VENTURA COUNTY OFFICE OF EDUCATION (hereafter referred to as VCOE), serving as the fiscal agent, and OXNARD SCHOOL DISTRICT serving as the local educational agency (hereafter referred to as LEA District), will work together to meet the deliverables of the **K12 Strong Workforce Program** (hereafter referred to as SWP), a program administered by the California Community Colleges Chancellor's Office (hereafter referred to as CCCCO).

SWP is a program established by the California legislature as an ongoing statewide funding opportunity. It is designed to support K-12 Local Education Agencies (LEAs) in creating, improving, and expanding Career Technical Education (CTE) courses, course sequences, programs of study, and pathways for students transitioning from secondary education to postsecondary education to living-wage employment.

As a partner in this project the LEA District agrees to meet and adhere to the requirements of the SWP, as outlined below. Further, LEA District agrees to meet and adhere to the obligations of each of three grant work plans, as outlined in this document, one for each (I) Healthcare; (II) STEM Design-Build; and (III) Media & Entrepreneurship.

**LEA District Responsibilities**

The LEA District assumes the following responsibilities:

- Districts shall collect and report Career Technical Education data to the California Department of Education, as applicable to middle school programming. The statewide tracking systems used includes California Longitudinal Pupil Achievement Data System (CALPADS).
- All SWP expenditures must be coded with goal code of 3800 (CTE).
- All funds must be expended by December 31, 2022.
- Funds must be held in separate accounts for each of the three work plans: (I) Healthcare; (II) STEM Design-Build; and (III) Media & Entrepreneurship.
- Identify CTE specific work in the Local Control and Accountability Plan (LCAP).
- Maintain and provide supporting documentation for all expenditures related to grant activities.
- Maintain all records for five years upon completion of the project.
- Solicit prior approval for expenditures in excess of \$5,000. Route approval requests through VCOE for approval. Purchases in excess of \$5,000 that are not approved will be the responsibility of the LEA.
- LEA District must engage in **regional efforts with Oxnard Union High School District CTE Department** to align education services to meet the CTE Program Requirements minimum standards, for each of the three grant workplan areas, Healthcare, STEM Design-Build, and Media & Entrepreneurship:
  1. Offer high-quality curriculum and instruction aligned with the California Career Technical Education Model Curriculum Standards, including, but not limited to, providing a coherent sequence of CTE courses

that enable pupils to transition to postsecondary education or training programs that lead to a career pathway or attain employment upon graduation from high school.

2. Provide pupils with quality career exploration and guidance.
  3. Provide pupil services, including, but not limited to, counseling and leadership development.
  4. Provide opportunities for students to participate in afterschool, extended-day, and out-of-school internships, competitions, and other work-based learning opportunities.
  5. Leads to an industry-recognized credential or certificate, appropriate postsecondary training or employment, or a postsecondary degree.
  6. Is staffed by skilled teachers or faculty and provides professional development opportunities for those teachers or faculty members.
  7. Reports data that can be used by policymakers, LEA's, community college districts, and their regional partners to support and evaluate the program, including, to the extent possible, demographic data used to evaluation progress in closing equity gaps in program access and completion, and earnings of underserved demographic groups.
- Meet reporting requirements, to include:
    - Annual reporting as required by the California Department of Education (CDE). LEA districts shall submit the required end-of-the-year files to California Department of Education by November 1, immediately following the fiscal year for which data are being reported;
  - Participate in grant activity opportunities which may include field trips, student events, and additional professional development.
  - Provide program and fiscal information to VCOE in support of SWP program and fiscal reporting requirements, when requested by VCOE. Such program and fiscal information shall be disaggregated in three separate accounts, for each of the three separate work plans: (I) Healthcare; (II) STEM Design-Build; and (III) Media & Entrepreneurship.
  - Expend funds in accordance with Attachment A: *Appendix B: Guidelines, Definitions, and Allowable Expenditures*; and in accordance with the three work plans outlined in this MOU.

#### **VCOE Responsibilities**

VCOE assumes the following responsibilities:

- Reporting Requirements: VCOE shall complete program and fiscal reporting requirements related to the SWP.
- Facilitate pre-approval of expenditures in excess of \$5000, upon request of LEA district.
- Provide programmatic guidance and support to carry out the SWP work plans.

#### **Term**

The term of this MOU is **July 1, 2020 – December 31, 2022**, subject to all terms and conditions set forth herein.

#### **Funding**

Funding for three work plans (I) Healthcare; (II) STEM Design-Build; and (III) Media & Entrepreneurship are outlined in the section below, "Work Plans."

Upon execution of this MOU, in a timely manner VCOE shall release 70% of funds as outlined in the SWP Work Plan specifications; the remaining 30% shall be released to LEA district upon receipt of full funding from the CCCCCO.

#### **Termination due to Cessation of State Funding**

VCOE shall have the right to terminate this Contract upon three (3) days written notice in the event that the receipt by VCOE of funds from the State government for this program is reduced, suspended or eliminated for any reason. The LEA District hereby expressly waives any and all claims against VCOE for damages arising from the termination, suspension or reduction of the funds provided by the State government to VCOE for the program under which this Service Contract is made, or of the portion thereby delegated by this Service Contract.

**Insurance**

VCOE and LEA District each participate in the Ventura County Schools Self-Funding Authority (VCSSFA), and therefore collectively self-insure for worker’s compensation, general liability, and property coverage under the VCSSFA self-insurance program.

**Indemnification**

VCOE and LEA District each participate in the VCSSFA, and therefore collectively indemnify and defend the other for general liability coverage under the VCSSFA self-insurance program.

**Work Plans**

Grant funds shall be expended in accordance with work plan details described herein:

Dollar Amount	Work Plan	Work Plan Details/Grant Activities
\$5,000	(I) HEALTHCARE	Funds shall be expended for the express purpose of Career Exploration in middle school grades. Funds shall be expended for activities and/or curriculum in medical career elective, wheel exploratory, science, and/or PE classes, or lunch or outside the school day at organized school activities. Each site shall determine in what venue activities will take place, with learning module activities to focus on one or more of these <b>medical/healthcare career exploration areas</b> : diet/nutrition, exercise/heart rate monitors; basic first aid/CPR/Heimlich; babysitter certificate; Paxton-Patterson curriculum which uses authentic medical equipment in a variety of health science careers; Project Lead the Way Medical Detective curriculum; Lawrence Hall of Science, UC Berkeley medical related curriculum; or LEA District proposal of similar, hands-on project-based nature.
\$30,000	(II) STEM: DESIGN-BUILD	Funds shall be expended for the purpose of Career Exploration in middle school grades. Funds shall be expended for middle school career exploration activities to develop interest in <b>STEM Design-Build career pathways</b> and shall be project-based and/or hands-on activities.
\$10,500	(III) MEDIA & ENTREPRENEURSHIP	Funds shall be expended for the purpose of Career Exploration in middle school grades. Funds shall be expended for Middle school career exploration activities and/or curriculum and/or teacher training, in support of the <b>integration of business &amp; entrepreneurship industry sectors into Arts and Media curriculum/content</b> , specifically for <i>Kidz-N-Biz</i> curriculum of the <i>Youth Entrepreneurship Program</i> and/or related content.

**\$45,500 Total funds to LEA District – OXNARD SCHOOL DISTRICT**

### **Notices**

Any amendments or changes to this service contract should be submitted in writing and addressed to the following:

TO VCOE:                               LISA CLINE  
EXECUTIVE DIRECTOR, INTERNAL BUSINESS SERVICES  
VENTURA COUNTY OFFICE OF EDUCATION  
5189 VERDUGO WAY  
CAMARILLO, CA 93010  
(805) 383-1942

TO OSD:                                 DR. KARLING AGUILERA-FORT  
SUPERINTENDENT  
OXNARD SCHOOL DISTRICT  
1051 SOUTH A STREET  
OXNARD, CA 93030  
(805) 385-1501

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

### **Compliance with Laws**

Each party to this contract will comply with all applicable laws.

### **Construction of Covenants and Conditions**

Each term and each provision of this contract will be construed to be both a covenant and a condition.



## CONTACT PAGE

### VCOE

#### PROJECT DIRECTOR

Laurel Arnold  
Executive Director, Career Education  
465 Horizon Circle  
Camarillo, CA 93010  
Phone: (805) 437-1421  
Email: [larnold@vcoe.org](mailto:larnold@vcoe.org)

#### BUSINESS OFFICE

Cynthia Bridges  
Assistant Director, Budget & Accounting  
5189 Verdugo Way  
Camarillo, CA 93012  
Phone: (805) 383-1933  
Email: [cbridges@vcoe.org](mailto:cbridges@vcoe.org)

IN WITNESS WHERE OF the parties hereto have executed this Contract.

SIGNATURES

Dr. Karling Aguilera-Fort, Superintendent  
OXNARD SCHOOL DISTRICT

Date

*Lisa Cline*

*9-16-2020*

Lisa Cline, Executive Director, Internal Business Services  
VENTURA COUNTY OFFICE OF EDUCATION

Date

*Stan Mantooth*

*9/17/20*

Stan Mantooth, Superintendent  
VENTURA COUNTY OFFICE OF EDUCATION

Date

010 5100 10388-0-3800-1000-000-320-1930-0-115,000  
010 5100 10388-0-3800-1000-000-320-1935-0-118,000  
010 5100 10388-0-3800-1000-000-320-1934-0-110,500 *OB*

Rev: 05/2016

**ENCUMBERED**  
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# Appendix B: Guidelines, Definitions, and Allowable Expenditures

## Guidelines, Definitions, and Allowable Expenditures

### **Determining if a Cost is Allowable**

All allowable costs must meet three primary criteria: (1) Substantiate that the cost was necessary and reasonable for proper and effective administration of the allocations; (2) The cost must be allocable to the funding source activities; and (3) The cost must not be a general expense required to carry out the fiscal agent's overall responsibilities (not supplanting). However, even if the costs meet the prior three criteria, the costs must be approved within the statement of work/budget of the individual fiscal agent; otherwise, they are not allowable within that year without changes to the statement of work/budget. In addition, the Strong Workforce Program Career Technical Education Regional Consortium has the discretion to impose special conditions beyond the funding source that would also determine allowability of cost.

### **While the proposed cost is allowable under the funding source, is it also *reasonable*?**

Reasonable is defined by the dictionary as agreeable to sound judgment, not exceeding the limit prescribed by reason (not excessive), moderate in price, and a rational decision.

Systems that can guide this definition are necessary for the performance of the grant; following sound business practices (procurement processes, follow state and local laws, follow the terms of the grant); use of fair market prices; acting with

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prudence under the circumstances; and having no significant deviation from established prices.

**What are the guidelines of allocable?**

Allocable is defined by the dictionary as capable of being allocated or assigned. A cost is considered allocable to a particular funding source/program to the extent it actually benefits the objectives of that program. You can only charge in proportion to the value received by the funding source/program. An example would be that a Project Director works 80% on the funded program (only 80% of the salary and benefits can be charged in the grant application). Beyond this definition, allocable also means that the cost must be related to the statement of work/budget that have been approved by the Strong Workforce Program Career Technical Education Regional Consortium.

**What is supplanting?**

Funding may not result in a decrease in state or local funding that would have been available to conduct the activity had these funds not been received. These grant funds may not free up state or local dollars for other purposes but should create or augment programs to an extent not possible without the funding. You must be able to demonstrate that the funds are added to the amount of state and local funds that would, in absence of the grant funds, be made available for uses specified in your plan.

Federal grant funds must supplement and not supplant state or local funds. Federal funds may not result in a decrease in state or local funding that would have been available to conduct the activity had Federal funds not been received. Federal funds may not free up state or local dollars for other purposes but should create or augment programs to an extent not possible without Federal dollars. You must be able to demonstrate that Federal funds are added to the amount of state and local funds that would, in absence of Federal funds, be made available for uses specified in your plan. Allocation recipients and sub-recipients must use grant funds to provide extra goods, services, materials, staff coordination positions, etc. that would not otherwise be purchased with state, local, or other non-Federal funds.

**Allowability of General Costs**

There are permissible activities within K12 Strong Workforce Program funds. In addition, there are criteria for what can be funded while doing those activities. The following table is a synopsis of rules to determining allowability of costs. The rules in their entirety can be found in (Title 2 Code of Federal Regulations [2 CFR Parts 215 and 220]).

[http://www.whitehouse.gov/sites/default/files/omb/fedreg/2005/083105\\_a21.pdf](http://www.whitehouse.gov/sites/default/files/omb/fedreg/2005/083105_a21.pdf)

The following table is an easy reference synopsis of allowability of general costs. As stated above, just because a cost is allowable via 2 CFR 215-220, the intent of the RFA must be followed, the cost must be necessary, reasonable, allocable, and not supplanting, and any additional cost restrictions listed in the RFA would supersede allowable costs within this document.

**Allowability of General Costs**

Advertising and Public Relations <sup>1</sup>		Advertising and Public Relations <sup>1</sup>
Advisory Councils (if the RFA requires or allows Advisory Councils)		
		Alcoholic Beverages
		Alumni Activities
Audit Costs (required by Single Audit Act)		
Audit Costs (if not required by Single Audit Act can be included in indirect cost rate approved by the California Department of Education)		
		Bad Debts

		Commencement and Convocation Costs
Communication Costs (telephone, telegrams, postage, messenger)		
Compensation for Personnel Services (salary, wages, fringe benefits)		
		Contingencies
Contributions or Donations Received (cash, property, services)		Contributions or Donations Received (cash, property, services)
		Entertainment Costs <sup>2</sup>
Equipment <sup>3</sup>		Equipment <sup>3</sup>
Fines and Penalties <sup>4</sup>		Fines and Penalties <sup>4</sup>
		Fundraising and Investment Costs
		Gifts of Public Funds are never allowed (memorabilia, honoraria, gifts, souvenirs, etc.) <sup>5</sup>
		Goods & Services for Personal Use
		Improvements <sup>6</sup>
Indirect or Administrative Expenditures (rate approved by the California Department of Education)		
		Lobbying <sup>7</sup>
		Losses on Other Sponsored Agreements or Contracts

Materials & Supply Costs (only those actually used for performance of sponsored agreement)		
Meetings and Conferences <sup>8</sup>		Meetings and Conferences <sup>8</sup>
	Memberships <sup>9</sup>	
Professional and Consultant Services		
Proposal Costs (only using indirect rate approved by the California Department of Education)		
Publication and Printing Costs (must be a direct cost; indirect cost can only use the rate approved by the California Department of Education)		
Maintenance & Repair Costs <sup>10</sup> (keeping in efficient operating condition)		Maintenance & Repair Costs <sup>10</sup> (construction, remodeling, increasing value)
		Student Expenses, Activities or Direct Services <sup>11</sup>
		Selling and Marketing <sup>12</sup>
Travel <sup>13</sup>	Out-of-State Travel <sup>13</sup>	Out-of-Country Travel <sup>13</sup>

<sup>1</sup> **Advertising and Public Relations:** The term *advertising costs* means the costs of advertising media and corollary administrative costs. Advertising media include magazines, newspapers, radio and television, direct mail, exhibits, electronic or computer transmittals, and the like. The term *public relations* includes community relations and means those activities dedicated to maintaining the image of the institution or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.

**ALLOWABLE Advertising** costs are those that are solely for: (1) The recruitment of personnel required for the performance by the institution of obligations arising under a sponsored agreement; (2) The procurement of goods and services for the performance of a sponsored agreement; (3) The disposal of scrap or surplus materials acquired in

the performance of a sponsored agreement except when non-Federal entities are reimbursed for disposal costs at a predetermined amount; or (4) Other specific purposes necessary to meet the requirements of the sponsored agreement.

**ALLOWABLE Public Relations** costs are those that are solely for: (1) Costs specifically required by the sponsored agreement; (2) Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of sponsored agreements (these costs are considered necessary as part of the outreach effort for the sponsored agreement); or (3) Costs of conducting general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of Federal contract/grant awards, financial matters, etc.

**UNALLOWABLE:** Advertising and public relations costs include the following: (1) All advertising and public relations costs unless specified as allowable above; (2) Costs of meetings, conventions, convocations, or other events related to other activities of the institution, including: (a) Costs of displays, demonstrations, and exhibits; (b) Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events; and (c) Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings; (3) Costs of promotional items and memorabilia, including models, gifts, and souvenirs; (4) Costs of advertising and public relations designed solely to promote the institution.

<sup>2</sup> **Entertainment Costs:** Costs of entertainment, including amusement, diversion, and social activities and any costs directly associated with such costs (such as tickets to shows or sports events, meals, lodging, rentals, transportation, and gratuities) are unallowable.

<sup>3</sup> **Equipment:** Equipment means article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost that equals or exceeds the lesser of the capitalization level established by the institution for financial statement purpose, or \$5,000. Any equipment requested within the K12 SWP grant will be closely scrutinized to determine purchases meet the intent of the funding and show long-term sustainability.

**General Purpose Equipment** – General purpose equipment furnishings, modular offices, telephone, networks, information technology, equipment systems, air conditioning equipment, reproduction and printing equipment, motor vehicles, etc. are unallowable unless the awarding agency approves them in advance. The Strong Workforce Program Career Technical Education Regional Consortium consider general purpose equipment and furnishings to be the responsibility of the local education agency and as such, it will not approve such expenditures.

<sup>4</sup> **Fines and Penalties:** Costs resulting from violations of, or failure of the institution to comply with, Federal, State, and local or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the sponsored agreement, or instructions in writing from the authorized official of the sponsoring agency authorizing in advance such payments.

<sup>5</sup> **Gifts of Public Funds:** If it looks like a gift, it is. You are not allowed to purchase pencils, pens, mouse pads, t-shirts, etc. and give them out (under the marketing banner). This



would still be considered a gift of public funds. Awards and honorarium would also be considered a gift of public funds and not allowed.

<sup>6</sup> **Improvements:** Improvements for land, buildings, or equipment that materially increases their value or useful life are unallowable as a direct cost.

<sup>7</sup> **Lobbying:** Lobbying is never allowed unless it meets the following criteria: (1) Technical and factual presentations on topics directly related to the performance of a grant, contract, or other agreement (through hearing testimony, statements, or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof), in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof, provided such information is readily obtainable and can be readily put in deliverable form, and further provided that costs under this section for travel, lodging, or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearings.

<sup>8</sup> **Meetings and Conferences:** Costs of meetings and conferences, the primary purpose of which is the dissemination of technical information, are allowable. This includes costs of meals, transportation, rental of facilities, speakers' fees, and other items incidental to such meetings or conferences. Be aware not to cross over into entertainment costs.

**NOTE:** Food is only allowed at meetings that require a working breakfast, lunch, or dinner and disseminate technical information to participants. The meeting must have an agenda that shows a working meal; must have a sign-in sheet for participants; and cannot go over the fiscal agent's per diem guidelines for food purchases. The Strong Workforce Program Career Technical Education Regional Consortia are not allowing the cost of food be charged for outreach and/or student events.

<sup>9</sup> **Memberships:** OMB only allows institutional memberships (not individual memberships), the Chancellor's Office Budget and Accounting Manual allows individual memberships that are required within a job description. If the K12 SWP applicant requests any (individual, institutional, or regional) membership costs, the application must justify why the statement of work cannot be accomplished without paying for such membership(s). Business, technical, and professional organization or periodical memberships are allowed. Civic or community, or country club or social or dining club memberships are not allowed.

<sup>10</sup> **Maintenance and Repairs:** Activities such as construction and remodeling, which increase the value of an asset or appreciably extend its useful life, are not allowed unless authorized by the funding source. Maintenance of equipment that neither adds to the permanent value of the property nor appreciably prolongs its intended life, but keeps it in an efficient operating condition, is allowable.

<sup>11</sup> **Student Expenses, Activities, or Direct Services:** All forms of student aid are allowable only when the purpose of the sponsored agreement is to provide training to selected participants and the charge is approved by the sponsoring agency. Costs incurred for intramural activities, student publications, student clubs, and other student activities are unallowable.

<sup>12</sup> **Selling and Marketing:** Cost of selling and marketing any products or services of the institution are unallowable unless the agreement requires this activity or if it is allowable under public relations costs (see #1 above).

<sup>13</sup> **Travel:** Only travel necessary for the project is allowed. Travel costs are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business for the grant. Such costs will be based on the fiscal agent's per diem rates. These costs shall be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by the institution in its regular operations as the result of the institution's written travel policy.

**OUT-OF-STATE TRAVEL:** Out-of-state travel will be closely scrutinized and must be disclosed in the Budget summary. After the application is fully executed, any further Out-of-state travel requires prior approval of the Strong Workforce Program Career Technical Education Regional Consortia by submitting the necessary (as determined by the Strong Workforce Program Career Technical Education Regional Consortia) documentation for approval. The Strong Workforce Program Career Technical Education Regional Consortium reserve the right to limit Out-of-state travel.

**OUT-OF-COUNTRY TRAVEL:** Out-of-country travel will not be allowable via this funding source.

## **OSD BOARD AGENDA ITEM**

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

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section C: Special Education Agreement

### **Ratification of Agreement #20-174, Collaborative Learning Solutions LLC (DeGenna/Jefferson)**

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Collaborative Learning Solutions LLC will provide consultation and technical assistance with Disproportionality and Significant Disproportionality to the Special Education Services Department during the 2020-2021 and 2021-2022 academic years.

#### **FISCAL IMPACT:**

\$45,000.00 – Special Education Funds

#### **RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-174 with Collaborative Learning Solutions LLC.

#### **ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-174, Collaborative Learning Solutions LLC \(9 Pages\)](#)



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## **Contract for Services**

**2021-2022**

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## **GENERAL PROVISIONS**

### **1. Contract**

This Contract is entered into this **2<sup>nd</sup> day of June, 2021**, between **Oxnard School District** on (hereinafter referred to as "Local Education Agency" or "LEA") and **Collaborative Learning Solutions, LLC** (hereinafter referred to as "CONTRACTOR") for the purpose of providing consultation and technical assistance with Disproportionality and Significant Disproportionality for **Oxnard School District**.

### **2. Compliance with Laws, Statutes, Regulations, LEA Policies and Procedures**

During the term of this contract unless otherwise agreed, CONTRACTOR shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules, policies, and regulations. CONTRACTOR shall also comply with all LEA policies and procedures unless, taking into consideration all of the surrounding facts and circumstances, a policy or policies or a portion of a policy does not reasonably apply to CONTRACTOR.

### **3. Term of Contract**

The term ("Term") of this CONTRACT shall commence on **May 5, 2021** and shall end on **June 30, 2022**.

### **4. Contract Dispute Resolution**

Any disputes or disagreements between CONTRACTOR and LEA regarding implementation or interpretation of this Contract, or otherwise relating to this Contract, that are not informally voluntarily resolved shall be addressed and/or resolved as set forth in this section of the Contract. The provision in this section of the Contract shall apply to all disputes and disagreements related to events that occur and/or injuries that are incurred and/or commence during the term of this Contract, even if the party claiming injury first discovers the events and/or injuries giving rise to the disagreement or dispute or first notifies the other party of the disagreement or dispute, after expiration of this Contract. For purposes of this section of the Contract, the term "injury" shall include monetary and/or non-monetary injuries.

The party claiming injury as a result of the facts underlying the dispute or disagreement shall first attempt to resolve the dispute directly between senior level representatives of the parties. If LEA is the party claiming injury, LEA shall notify CONTRACTOR's senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally. If CONTRACTOR is the party claiming injury, CONTRACTOR shall notify the LEA's senior level representative of the existence of a disagreement or dispute and attempt to resolve the matter informally.

If any legal action or proceeding arising out of or relating to this Contract is brought by either party to this Contract, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, their reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.



## **ADMINISTRATION OF CONTRACT**

### **5. Notices**

All notices required to be given pursuant to the terms hereof shall be in writing and may be delivered in person or by certified or registered mail, postage prepaid.

If mailed or delivered by hand, notice 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 Notice page of the Contract. Notices to CONTRACTOR shall be addressed as indicated on Notice page of this Contract.

### **6. Severability Clause**

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

### **7. Successors in Interest**

This Contract binds CONTRACTOR's successors and assignees.

### **8. Venue and Governing Law**

The laws of the State of California shall govern the terms and conditions of this Contract.

### **9. Modifications and Amendments Required to Conform to Administrative Guidelines**

This Contract may be modified or amended by the LEA 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 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.

### **10. Termination**

(a.) For Convenience. Either party may terminate this contract on or after the thirtieth (30<sup>th</sup>) day after such party gives the other party written notice.

(b.) For Default. Either party may terminate this Contract on or after the thirtieth (30<sup>th</sup>) day after such party gives the other party written notice of a material breach by other party, unless such breach is cured within ten (10) days following the breaching party's receipt of such written notice.

Upon termination of this Contract without notice of a material breach, CONTRACTOR may be entitled to damages resulting from the early termination of this Contract. As such LEA may be responsible for damages resulting from the LEAs early termination of this Contract.



## 11. Independent Contractor

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and not an agent or employee of LEA.

## 12. Insurance

CONTRACTOR shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with performance under this Contract by CONTRACTOR, its agents, representatives, or employees.

A. Insurance coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the state in which services are performed and Employer's Liability Insurance with limits of \$1,000,000/\$1,000,000/\$1,000,000.

B. CONTRACTOR shall maintain limits of insurance no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury and property damage, personal injury and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be twice the required occurrence limit (\$2,000,000).
2. Automobile Liability: \$1,000,000 combined single limit.
3. Professional Liability/errors and omissions coverages, including sexual molestation and abuse: \$1,000,000 per occurrence/\$2,000,000 aggregate.
4. Contractor shall name LEA as an additional insured on the commercial General Liability policy and provide LEA a certificate of insurance with additional insured Endorsement.

C. Insurance is to be placed with insurers admitted by the State of California and with a current A.M. Best's rating of no less than A-: VII, unless otherwise acceptable to the LEA.

If LEA or CONTRACTOR determines that change in insurance coverage obligations under this section is necessary, either party may reopen negotiations to modify the insurance obligations.



### **13. Indemnification and Hold Harmless**

CONTRACTOR shall indemnify and hold LEA and their 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 Contract 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 CONTRACTOR, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding, LEA and LEA Indemnities).

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 Contract 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).

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

### **14. 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.



## COMPENSATION

### 15. Rates

**Consultation, Technical Assistance and Professional Learning:** LEA shall pay CONTRACTOR a hourly rate \$437.50<sup>1</sup> for services provided under this Agreement. The rate of pay is inclusive of travel expenses.

**Data Services:**

LEA shall pay CONTRACTOR fees in accordance with the pricing/rate table below.

	Disproportionality Study (NYU Data Workbook)	Annual Discipline Analysis	LRE Summary OR Suspension Summary	"Basic" NCCREST/ Family Engagement	"Essential" NCCREST/ Family Engagement /Wisconsin Checklist	"Comprehensive" NCCREST/ Family Engagement/ Wisconsin Checklist	File Reviews
<b>Rates</b>	<b>Analysis and Report (based on LEA enrollment)</b>  >20,000: \$7,500 10,000-20,000: \$6,500 <10,000: \$5,500	<b>Analysis and Report (based on LEA enrollment)</b>  >20,000: \$7,500 10,000-20,000: \$6,500 <10,000: \$5,500				<b>NCCREST Survey</b> (Unlimited number of participants)  <b>Family Engagement Subscale</b> (Unlimited number of participants)	\$120-\$225 per student file reviewed  See attached pricing sheet for more detail
	<b>Group Rates (with commitment of 3+)</b>  \$5,500 per LEA	<b>Group Rates (with commitment of 3+)</b>  \$5,500 per LEA	\$1,500 Per Report	<b>Family Engagement Subscale</b>  (Up to 200 participants)	<b>Family Engagement Subscale</b>  (Unlimited number of participants)	<b>Wisconsin Annotated Checklist</b> (Up to 6 Focus Groups)	
	<b>Add-on options</b>  LRE Summary: \$750 Suspension Summary: \$750	<b>Add-on options</b>  LRE Summary: \$750 Suspension Summary: \$750		\$1,500	<b>Wisconsin Annotated Checklist</b> (Up to 3 Focus Groups)	\$4,900	
					\$3,400		

Additional terms concerning rates and compensation:

1. invoices will be adjusted to reflect the SPPTAP rate up to the minimum contracted requirement of 10 hours per indicator per LEA.
2. CONTRACTOR will bill against this agreement and only submit invoices for services provided to LEA up to the contracted amount of \$45,000. LEA is not responsible for unused or unbilled services/fees specified in this agreement.

Total Contract Amount Not to Exceed: \$45,000

## WORK TO BE PERFORMED

### 16. Services

Services to be rendered to LEA by the CONTRACTOR as described below:

**Consultation/Technical Assistance:** assist LEA to address improvement efforts to address Significant Disproportionality

- **Introduction:** LEA will host this 3-4 hour overview which is intended to provide the Stakeholder Teams with foundational information concerning California’s framework for addressing Significant Disproportionality, the requirements for the LEA, the deeper WHY behind these improvement efforts and the root cause strategy options. By the end of the session, the team will have developed a strategy for collecting and analyzing data for the Root Cause Analysis.
- **Root Cause Data Collection:** This will vary based on indicator and strategy selected by LEA. CONTRACTOR will generate reports and conduct the disaggregated data analysis at the direction of the LEA.
- **Root Cause Data Analysis:** Stakeholder teams will work with a trained facilitator to analysis the data and determine root cause of Significant Disproportionality. The team will also engage in identifying ideas and strategies for improvement.
- **Plan Development:** CONTRACTOR will provide assistance with writing and editing a compliant and comprehensive CCEIS plan. This support will be provided by a trained SPP-TAP TA Facilitator.
- **Plan Implementation:** This level of support is not specified in this contract. It will vary based on the identified needs and strategies of each LEA.
- **Monitoring:** This support includes quarterly meetings with the stakeholder team to monitoring progress on the implementation of the CCEIS plan and ensure compliance with the CDE reporting requirements. These sessions may be provided in person or via virtual platform (i.e. Zoom).

Anticipated range for services:

1. Introduction: 1 day
2. Data Collection and Analysis: Specific to data services selected below
3. Data Analysis with Stakeholder Team: 1 day
4. Plan Development: 1-3 days
5. Plan Implementation: TBD
6. Plan Monitoring: 2-4 days

**Data Reports:** CONTRACTOR will provide LEA with comprehensive data reports for guided analysis, monitoring, and action planning based on the LEA identified reports detailed in Section 15.



Signature

The parties hereto have executed this Contract by and through their duly authorized agents or representatives.

Oxnard School District  
Lisa A. Franz, Director, Purchasing

Collaborative Learning Solutions, LLC

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Date \_\_\_\_\_

Date \_\_\_\_\_



## NOTICES

### **Notices to LEA shall be addressed to:**

Danielle Jefferson  
Name

Oxnard School District  
LEA

1051 South A Street  
Address

Oxnard CA 93030  
City State Zip

805-385-1501 805-486-6084  
Phone FAX

dedwards@oxnarsd.org  
Email

### **Notices to CONTRACTOR shall be addressed to:**

Regina Hartman  
Name

Collaborative Learning Solutions, LLC  
Contractor

27274 Via Industria, Suite B  
Address

Temecula CA 92590  
City State Zip

888.267.6096  
Phone FAX

rhartman@clsteam.net  
Email

## OSD BOARD AGENDA ITEM

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

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section C: Special Education Agreement

**Ratification of Agreement #20-175 – Ojai Unified School District for Oxnard School District to provide DHH Services (DeGenna/Jefferson)**

---

Oxnard School District will provide services for Ojai Unified School District student #RS082617 for the 2020-2021 school year. Oxnard School District will provide a program of instruction which is consistent with the pupil's individual educational plan as specified in the Individual Service Agreement.

**FISCAL IMPACT:**

Oxnard School District will receive the following reimbursement:

Tuition Base Rate for 49 days:                      \$8,643.11 – N/A (\*ADA) = \$8,643.11

Equipment Set-Up:                                      \$1,700.00

**Grand Total:    \$10,343.11**

**RECOMMENDATION:**

It is the recommendation of the Director, Special Education Services, and the Assistant Superintendent, Educational Services, that the Board of Trustees ratify Agreement #20-175 with Ojai Unified School District.

**ADDITIONAL MATERIALS:**

**Attached:** [Agreement #20-175, Ojai Unified School District \(3 Pages\)](#)



# INDIVIDUAL SERVICE AGREEMENT

This Individual Service Agreement (“Agreement”), effective 8-19-21 is made by and between the Oxnard School District and the Ojai Unified School District (“District of Residence”).

1. Under this Agreement Oxnard School District shall provide or arrange to provide exceptional service(s) for **RS082617**, a Special Education pupil (“Student”) who is a resident of Ojai Unified School District.
2. Oxnard School District agrees to provide for the exceptional service(s) of such Student as authorized by district of residence or its designee and in agreement with the Oxnard School District consistent with Student’s individualized education program (“IEP”).
3. OJAI UNIFIED SCHOOL DISTRICT shall reimburse OXNARD SCHOOL DISTRICT the actual cost of providing the exceptional service(s) through direct bill back invoiced on a monthly basis.

Authorized exceptional service(s) shall consist of:

2020-2021 Base Rate for Deaf and Hard of Hearing Classroom for 49 days = \$10,343.11 (**\*Includes a one-time \$1,700.00 per student cost for Personal Equipment Setup for the above named student**).

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

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

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

- Speech 60 minutes per week: \$100.00 per hour
- Counseling Services: \$72.00 per hour
- Occupational Therapy (Nonpublic Agency provided): \$107.00 per hour
- 1:1 Paraprofessional will be charged at rate of assigned Para
- Psychologist services: \$93.00 per hour
- ESY Rate: \$176.00 per diem
- One time Equipment Fee, \$1,700 (Future fees dependent on actual cost)
- Equipment Upgrades – charged at cost of specialized equipment
- Other \$ \_\_\_\_\_

**Student: RS082617**

### Services:

Base Rate for 49 days:	\$8,643.11 – N/A (ADA) = \$8,643.11
Personal Equipment Set- Up	\$ 1,700.00

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

FISCAL YEAR-based on IEP date:

CURRENT: 2020-2021

UPCOMING: 2021-2022

Total: **\$10,343.11**

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

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

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

The costs of the exceptional service(s) may be unilaterally adjusted upwards by Oxnard School District at the start of each school year, but only provided that: (a) the amount of the increase does not exceed 5% of the fee for the

previous year; and (b) Oxnard School District notifies Ojai Unified School District on or before June 30<sup>th</sup> of the fiscal year prior to the fee increase.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Ojai Unified School District**

**Oxnard School District**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Typed Name/Title*

\_\_\_\_\_  
*Typed Name/Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**Total Cost: \$10,343.11**

**SCOPE OF SERVICES**

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

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



## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Karling Aguilera-Fort

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section D: Action Items

### **Approval of Student Profile (Aguilera-Fort)**

---

The Student Profile will be presented for the Board's approval.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Superintendent that the Board of Trustees approve the Student Profile, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [OSD Student Profile \(1 page\)](#)

# Student Profile and our Educational Project

LEARNING



The Oxnard School District Student Will be promoted from our schools with the following traits:

They Create, communicate, Collaborate, design, apply new knowledge in real life and in different contexts

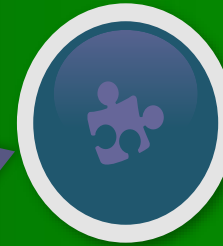
Confident, solution oriented They demonstrate and experience Growth Mindset. They become advocates for themselves and for others.

Prepared to succeed in local and state measures.



Our Students : Able to learn through & with others. Creative writers. Successful readers.

PK-8. We must provide them with the learning opportunities to become a reader , writer , mathematical thinker.



Digitally, technologically, artistically, academically and linguistically prepared to succeed and to lead in any of these areas.



Multilingual –Multicultural & Global thinker . Able to understand and to convey pride in her/his own identify. They honor their heritage, their history .

Prepared for High School, college & career.

We equip her/him/them with the tools, knowledge, skills to choose and to advocate for themselves and to select rigorous courses that will prepare them for the future.

## OSD BOARD AGENDA ITEM

**Name of Contributor:** Dr. Victor Torres

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section D: Action Items

### **Approval of the Oxnard School District and Oxnard Educators Association (“OEA”) 2020-2021 Collective Bargaining Agreement (Torres)**

---

The Oxnard School District (District) and OEA have reached a tentative agreement for the 2020-2021 school contract year. The negotiating teams met from July 2020 through May 2021.

The following individuals participated in the sessions:

#### **OEA Bargaining Team**

Stacie Thurman - OEA President  
Anjanette Carrillo - Teacher, Ritchen  
Patty Brown - Teacher, Lopez Academy  
Brenda Centeno - Teacher, Marina West  
Manuel Hernandez - Teacher, Ritchen  
Laurie Seiler - Teacher, Chavez  
Ben West - CTA Union Representative

#### **District Bargaining Team**

Dr. Victor Torres - Assistant Superintendent, HR  
Dr. Ana DeGenna - Assistant Superintendent, CAO  
Ruth Quinto – Assistant Superintendent, CBO  
Dr. Marlene Batista – Director, Certificated HR  
Danielle Jefferson – Director, Special Education  
Dr. Scott Carroll – Principal, Lopez Academy  
Allison Cordes – Principal, Lemonwood

The following articles were revised:

ARTICLE VI: Leaves of Absence: Catastrophic Sick Leave Bank

ARTICLE XIII: Calendar

ARTICLE XIX: Salaries

ARTICLE XXVIII: Term of Agreement

The following Memorandum of Understanding were agreed upon by the parties:

- MOU Benefits Transition
- MOU Class Size: Grade Span Adjustment
- MOU Support for Unit Members affected by the Reduction in Force

#### **FISCAL IMPACT:**

- 1.5% on schedule and 1.5% off schedule salary increase, retroactive to 07/01/2020 = \$2,216,810 in fiscal year 2020-21, paid from the General Fund
- A total salary increase of 2.25% for the three additional professional development days added to the work/duty day calendar = total fiscal impact for fiscal year 2021-2022 is \$3,366,560, paid from the Expanded Learning Opportunity Grant
- Benefits Transition = There is no fiscal impact.

**RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the 2020-2021 Collective Bargaining Agreement between the District and OEA, as presented.

**ADDITIONAL MATERIALS:**

**Attached:** [OEA CBA revisions COMPLETE \(nine pages\)](#)

**ARTICLE I: AGREEMENT**

1. The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Oxnard School District ("District") and the Oxnard Educators Association/California Teachers Association/National Education Association ("Association"), an employee organization.
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
3. This Agreement shall remain in full force and effect through June 30, **20201**.

**ARTICLE VI: LEAVES OF ABSENCE**

**CATASTROPHIC SICK LEAVE BANK**

**Eligibility and Contributions**

6. If the number of days in the Bank at the beginning of a school year exceeds **800250**, no contribution shall be required of returning bargaining unit members for that year.

**Withdrawal from the Bank**

1. Catastrophic Leave Bank participants ~~whose sick leave is exhausted~~ **who have exhausted all sick leave and other forms of paid leave** may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a bargaining unit member for over ten (10) consecutive duty days, or that incapacitates a member of the bargaining unit member's family, and which requires the employee to take time off from work to care for that family member, as defined in Education Code 44043.5(1). This definition does not include worker's compensation related injuries or illnesses.
2. Bargaining unit members must use all **sick forms of paid** leave available to them, ~~but not including~~ differential leave as defined in Article VI, Sick Leave, 1.c, before eligible for a withdrawal from the Bank. Approved withdrawals shall become effective immediately upon the exhaustion of the bargaining unit member's ~~accrued sick~~ **available** leave.

**ARTICLE XIII: CALENDAR**

2. Staff Development Days

a) Agreement was reached on ~~the~~ calendars for the ~~2017 through 2022~~ **2021-2022 school year**. These calendars ~~are~~ **is** attached to this Agreement and incorporated herein. **The parties agree to meet to reach an agreement for the 2022-2023 and 2023-2024 school year calendars.**

b) **For the 2021-2022, 2022-2023, and 2023-2024 school years, the bargaining unit member calendar shall include three (3) additional non-student, teacher work/duty days.**

**For the 2021-2022, 2022-2023, and 2023-2024 school years, the only paid leave provisions, with appropriate documentation, that will be available to unit members on the District professional development days, shall be bereavement and jury duty/court appearance.**

**For an illness absence on District professional development days, the teacher may be required to provide a physician's verification of the illness, in order to receive salary payment.**

**Personal necessity leave shall not be available on District professional development days, except as underlined in Article XIII, Calendar of the OSD/OEA Collective Bargaining Agreement.**

**ARTICLE XIX: SALARIES**

1. The District proposes a ~~1.25~~ **1.5%** on schedule ~~and~~ **1.5% off schedule** increase in salary for the ~~2018-2019~~ **2020-2021** school year retroactive to July 1, 2018 ~~2020~~. ~~In addition, the District will pay for increases in the health and welfare rates for the 2019-2020 school year.~~

**For the 2021-2022, 2022-2023, and 2023-2024 school years, the bargaining unit member calendar shall include three (3) additional non-student, teacher work/duty days. The salary schedule shall be increased by 2.25% for the 2021-2022, 2022-2023, and 2023-2024 school years.**

**ARTICLE XXVIII: TERM OF AGREEMENT**

This agreement shall remain in full force and effect up to and including June 30, 2020 and from year-to-year thereafter unless either party submits a request to the other to terminate, modify or amend the agreement.

No sooner than March 15, 2020, or March 15 of any successive year, and no later than April 15, 2020 or April 15 of any successive year, the party wishing to terminate, modify, or amend the agreement shall submit in writing its request to do so, accompanied by its initial proposals for a successor agreement. Meeting and negotiating in connection with such proposals as well as appropriate counterproposals shall commence no later than May 15 following receipt thereof.

**Memorandum of Understanding**  
**Between the Oxnard School District and the Oxnard Educators Association**  
**April 26, 2021**  
**Benefits Transition**

The Oxnard School District and the Oxnard Educators Association agree to the following terms regarding the transition from Gold Coast Trust to Self-Insured Schools of California (hereafter SISC) for the 2021-2022 school year:

1. To assist in the transition from Gold Coast Joint Benefits Trust to SISC, the Oxnard School District agrees to utilize the funds generated by the "opt out" members in order to cover any amount above the employees monthly District contribution of \$1,201.70 (\$13,218.72/11) so as to cover the total per month premium for the months of August and September 2021. Any premium amount not covered by the District's base contribution combined with the "opt out" funds will be the responsibility of the unit member for August and September 2021.

This MOU shall expire in full without precedent on June 30, 2022.

For the District:

Dr. Victor Torres

Dr. Victor M. Torres, Asst. Supt of HR

4/26/21

Date

For OEA:

Stacie Thurman

Stacie Thurman, President

4/26/21

Date



**Memorandum of Understanding  
Between  
Oxnard School District  
and  
The Oxnard Educators Association**

The Oxnard School District and Oxnard Educators Association agree to the following alternative class size language for Implementation of Grade Span Adjustment (GSA):

For the 2021-2022 School Year:

- The school-wide class size average in extended TK- 3 (SEI and DLI) shall be twenty-four 24:1 with no individual class exceeding twenty-six (26) students.
- The class size for combination classes in grades TK-3 shall not exceed twenty-four (24) students.
- The school-wide class size average in grades 4 and 5 in any school shall not exceed thirty-three (33) students, with a .4 variance, with no individual class exceeding thirty-four (34) students.
- The class size for combination classes in grades 4 and 5 shall not exceed thirty (30) students.
- All general education, non-specialized programs, combination class teachers shall receive a one-thousand-dollar (\$1,000) combo stipend paid over a 11-month period from August to June.

This Memorandum of Understanding shall sunset on June 30, 2022.

Dr. Victor M. Torres 3.11.21

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 the Oxnard School District and the Oxnard Educators Association**  
**April 26, 2021**

This Memorandum of Understanding ("MOU") is entered into as of this 26<sup>th</sup> day of April, 2021 by and between the Oxnard School District (the "District") and the Oxnard Educators Association ("OEA").

WHEREAS, the District has given notice to OEA of a proposed reduction in force of OEA members due to the reduction of a particular kind of certificated service: K-6 Multiple Subject Teacher; Single Subject – Social Science Teacher; Single Subject – Math Teacher; Single Subject – English Language Arts Teacher; Single Subject – Music Teacher

WHEREAS, the District and OEA have agreed to meet to discuss and negotiate the effects of the PKS Lay-Off, and

WHEREAS, the District and OEA have met to discuss and negotiate the effects of the PKS Lay-Off.

NOW, THEREFORE, it is hereby agreed as follows:

1. All bargaining unit members subject to the PKS Lay-Off shall be eligible to receive health, vision and dental insurance through September 30, 2021, as authorized in the American Rescue Plan Act (ARPA) signed by the President on March 11, 2021.
2. Any bargaining unit member whose notice of Reduction in Force is rescinded before site transfers have occurred, shall maintain his/her current position and site transfer rights.
3. The District agrees that unit members subject the Reduction in Force may utilize Personal Necessity Leave in order to search for employment.
4. During the reappointment period set forth under the applicable provisions of the Education Code (i.e., 24 months for probationary teachers and 39 months for permanent teachers) bargaining unit members who are subject to the PKS Lay-Off shall have priority in temporary and long-term substitute assignments that may become available. Among bargaining unit members who are subject to the PKS Lay-Off, priority shall be determined first based on the teacher's possession of the credential permitting the teacher to take the temporary or long-term substitute assignment in question and then, as among bargaining unit members possessing the requisite credential, based upon seniority. Bargaining unit members subject to the PKS Lay-Off who wish to be notified of available temporary and/or long-term substitute assignments must leave an active personal email and/or active phone number with the District in order to receive personal notification about available temporary and/or long-term substitute arrangements. The District shall choose from among bargaining unit members subject to the PKS Lay-Off who respond affirmatively to such notice or otherwise submit their names for consideration.
5. RIF teachers shall be considered for summer school positions prior to any outside candidate, based on the order of layoff on the 2020-2021 RIF list.
6. The District will process in a timely fashion any claims for unemployment benefits from employees who receive final notices of layoff, or release of temporary assignment, as may be permitted by law.

This MOU shall expire in full without precedent on June 30, 2021

Dated April 26, 2021

For the District:



Dr. Victor M. Torres, Asst. Supt of HR

For OEA:



Stacie Thurman, President

# Oxnard School District 2021-2022 School Calendar

July 2021						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

July	
5	Independence Day Holiday

August	
17-20	Staff Development Days (No students)
23	Teacher Prep Day (No students)
24	First Day of School

September	
6	Labor Day Holiday

October	
11	Staff Development Day (No students)

November	
11	Veterans Day Holiday
16-19	Conference Days (Minimum Days for students)
22-26	Thanksgiving Holidays

December	
17	Minimum Day for teachers and students
20-31	Winter Break

January 2022						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2022						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 2022						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

January	
1	New Year's Day
3-7	Winter Break
17	Martin Luther King Jr. Day Holiday

February	
10-11	Conference Days (Minimum days for students)
18	President's Day Holiday
21	President's Day Holiday

March	
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April	
8-18	Spring Break
15	Spring Holiday

May	
30	Memorial Day Holiday

June	
17	Last day of school (Min. Day for teachers & students)



**OXNARD SCHOOL DISTRICT**

1051 South "A" Street

Oxnard, California 93030

805/385-1501 [www.oxnardsd.org](http://www.oxnardsd.org)

**DRAFT**

**2020-21 SALARY SCHEDULE (CREDENTIALLED TEACHERS)**

Effective: pending board approval

	Class A Bachelor's Degree	Class B Bachelor's + 15 Units	Class C Bachelor's + 30 Units	Class D Bachelor's + 45 Units	Class E Bachelor's + 60 Units	Class F Bachelor's + 75 Units, and M.A., Ed.D or Ph.D
Step 1	\$ 49,606	\$ 49,606	\$ 50,995	\$ 53,881	\$ 56,763	\$ 59,634
Step 2	\$ 49,606	\$ 50,133	\$ 53,138	\$ 56,144	\$ 59,140	\$ 62,143
Step 3	\$ 49,606	\$ 52,247	\$ 55,366	\$ 58,499	\$ 61,624	\$ 64,751
Step 4	\$ 51,181	\$ 54,439	\$ 57,688	\$ 60,949	\$ 64,210	\$ 67,476
Step 5	\$ 53,322	\$ 56,723	\$ 60,119	\$ 63,514	\$ 66,913	\$ 70,305
Step 6	\$ 55,569	\$ 59,104	\$ 62,639	\$ 66,178	\$ 69,717	\$ 73,263
Step 7	\$ 57,904	\$ 61,584	\$ 65,266	\$ 68,961	\$ 72,657	\$ 76,336
Step 8	\$ 60,336	\$ 64,177	\$ 68,010	\$ 71,859	\$ 75,701	\$ 79,544
Step 9	\$ 62,865	\$ 66,875	\$ 70,866	\$ 74,878	\$ 78,877	\$ 82,883
Step 10	\$ 65,507	\$ 69,669	\$ 73,841	\$ 78,023	\$ 82,189	\$ 86,362
Step 11	\$ 68,262	\$ 72,600	\$ 76,935	\$ 81,301	\$ 85,641	\$ 89,994
Step 12	\$ 71,131	\$ 75,647	\$ 80,171	\$ 84,712	\$ 89,238	\$ 93,772
15 yrs**	\$ 73,799	\$ 78,484	\$ 83,178	\$ 87,888	\$ 92,585	\$ 97,288
18 yrs**	\$ 74,688	\$ 79,429	\$ 84,180	\$ 88,947	\$ 93,700	\$ 98,460
21 yrs**	\$ 75,577	\$ 80,375	\$ 85,182	\$ 90,006	\$ 94,815	\$ 99,632
24 yrs**	\$ 76,466	\$ 81,321	\$ 86,184	\$ 91,065	\$ 95,931	\$ 100,804
27 yrs**	\$ 77,355	\$ 82,266	\$ 87,186	\$ 92,124	\$ 97,046	\$ 101,977
30 yrs**	\$ 78,245	\$ 83,212	\$ 88,188	\$ 93,183	\$ 98,162	\$ 103,149
33 yrs**	\$ 79,134	\$ 84,157	\$ 89,190	\$ 94,242	\$ 99,277	\$ 104,321
36 yrs**	\$ 80,023	\$ 85,103	\$ 90,192	\$ 95,301	\$ 100,393	\$ 105,493

**CLASS (Education).** All units of credit for placement on the salary schedule must be upper division and graduate courses taken at an accredited college/university following the Bachelors degree. Stated another way, the OEA/OSD contract does not grant course work for salary advancement that was taken prior to a Bachelors program or at the lower division level. Exceptions are noted in 5, 6 and 7. Specifically:

1. Courses must be from an institution accredited by the national or regional accrediting agency recognized by the U.S. Department of Education and Association of Schools and Colleges.
2. Courses must be related to a professional competencies and/or subject matter taught in the Oxnard School District.
3. Units above Class I are computed in semester unit equivalents (quarter units will be converted at a rate of 2/3 semester units for each quarter unit taken)
4. Once employed in the Oxnard School District, all course work must be pre-approved by the certificated personnel department for salary advancement credit (See Verifications below).
5. Course work taken in the last semester of the Bachelors degree program that is credited for graduate credit may be granted for salary advancement.
6. Lower division course work credit is given for computers, and Spanish reading, writing and language. Lower division units taken as part of a graduate course of study and critical to the teacher's credential/certificate/program will be credited for placement/advancement on the salary schedule.
7. Credit may also be given for other lower division courses if the District Professional Growth Committee pre-approved the course to be taken as critical to the teacher's current assignment.

**STEP (Experience).** Credit for prior years' experience for placement on the salary schedule for teachers new to the District shall be granted as follows:

1. Certificated experience under contract in a U.S. public (K-12) school: a maximum of 10 years is creditable.
2. Teaching year is defined as being under contract for 75% of the instructional day and duty year.
3. Military and/or Peace Corps: a maximum of two years' credit is granted.
4. Not more than a total of 10 years' credit is allowed for the two combined.

**VERIFICATIONS.** Bargaining Unit Members are required to verify course work (by official transcript), experience, and military services. Initial placement must be verified within 60 days of the first day of employment, or salary placement will revert back to the salary placement where verification has been established. For salary advancement on the salary schedule after September 1 of the current school year, bargaining unit members will advance to the appropriate class on the salary schedule effective the month following the bargaining unit members' submission of official verifications. Effective July 1, 1979, employees hired on or after this date must have a Master's degree for placement on Class F.

Effective May 2, 2011, employees hired on or after that date must have a Master's degree or doctorate for placement on Class F.

**DEGREE INCREMENTS** in the amount of \$400 shall be added to the scheduled salary for employees possessing the Master's degree plus an additional increment of equal amount to employees possessing the Doctorate (credit is given for only one Master's degree).

**SPECIAL STIPENDS.** An additional \$1000 per annum is granted to teachers possessing a special education specialist credential/certificate and teaching in a special education class and teachers possessing a California bilingual credential/certificate and teaching in a bilingual class requiring certification. Bargaining unit members possessing a California bilingual credential/certificate but not in a bilingual class may receive \$500 per annum. A \$500 stipend will be provided if the bargaining unit member agrees to provide second language support.

**\*\*ANNIVERSARY INCREMENTS** shall be added to the scheduled salary as follows: at the beginning of the 15<sup>th</sup> year-3.75% , 18<sup>th</sup> year-5%, 21<sup>s</sup> year-6.25%, 24<sup>th</sup> year-7.5%, 27<sup>th</sup> year-8.75%, 30<sup>th</sup> year- 10%, 33<sup>rd</sup> year-11.25% and 36<sup>th</sup> year-12.5%. Years of service must be in the Oxnard School District.



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**DRAFT**

**2021-22 SALARY SCHEDULE (CREDENTIALLED TEACHERS)**

Effective: pending board approval

	Class A Bachelor's Degree	Class B Bachelor's + 15 Units	Class C Bachelor's + 30 Units	Class D Bachelor's + 45 Units	Class E Bachelor's + 60 Units	Class F Bachelor's + 75 Units, and M.A., Ed.D or Ph.D
Step 1	\$ 50,722	\$ 50,722	\$ 52,142	\$ 55,093	\$ 58,040	\$ 60,975
Step 2	\$ 50,722	\$ 51,260	\$ 54,333	\$ 57,408	\$ 60,471	\$ 63,541
Step 3	\$ 50,722	\$ 53,423	\$ 56,612	\$ 59,815	\$ 63,011	\$ 66,208
Step 4	\$ 52,333	\$ 55,664	\$ 58,986	\$ 62,320	\$ 65,655	\$ 68,994
Step 5	\$ 54,522	\$ 58,000	\$ 61,471	\$ 64,943	\$ 68,419	\$ 71,887
Step 6	\$ 56,819	\$ 60,434	\$ 64,048	\$ 67,667	\$ 71,286	\$ 74,911
Step 7	\$ 59,207	\$ 62,970	\$ 66,734	\$ 70,513	\$ 74,292	\$ 78,053
Step 8	\$ 61,694	\$ 65,621	\$ 69,540	\$ 73,476	\$ 77,404	\$ 81,334
Step 9	\$ 64,279	\$ 68,380	\$ 72,461	\$ 76,562	\$ 80,652	\$ 84,747
Step 10	\$ 66,981	\$ 71,236	\$ 75,502	\$ 79,779	\$ 84,039	\$ 88,306
Step 11	\$ 69,798	\$ 74,234	\$ 78,666	\$ 83,130	\$ 87,567	\$ 92,019
Step 12	\$ 72,732	\$ 77,349	\$ 81,975	\$ 86,618	\$ 91,246	\$ 95,881
15 yrs**	\$ 75,459	\$ 80,250	\$ 85,049	\$ 89,866	\$ 94,668	\$ 99,477
18 yrs**	\$ 76,369	\$ 81,217	\$ 86,074	\$ 90,949	\$ 95,808	\$ 100,676
21 yrs**	\$ 77,278	\$ 82,183	\$ 87,098	\$ 92,031	\$ 96,949	\$ 101,874
24 yrs**	\$ 78,187	\$ 83,150	\$ 88,123	\$ 93,114	\$ 98,089	\$ 103,073
27 yrs**	\$ 79,096	\$ 84,117	\$ 89,148	\$ 94,197	\$ 99,230	\$ 104,271
30 yrs**	\$ 80,005	\$ 85,084	\$ 90,172	\$ 95,280	\$ 100,371	\$ 105,470
33 yrs**	\$ 80,914	\$ 86,051	\$ 91,197	\$ 96,362	\$ 101,511	\$ 106,668
36 yrs**	\$ 81,823	\$ 87,018	\$ 92,222	\$ 97,445	\$ 102,652	\$ 107,867

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7. Credit may also be given for other lower division courses if the District Professional Growth Committee pre-approved the course to be taken as critical to the teacher's current assignment.

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## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Victor Torres

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section D: Action Items

### **Approval of a One-Time Stipend to Comply with COVID-19 Pandemic and Return to In-Person Learning Testing Requirements for the Oxnard Supportive Services Association ("OSSA") Unit Members (Torres)**

---

Upon the commencement of blended instruction, all District employees are required by the Ventura County Public Health to submit and provide the results of periodic COVID-19 testing. The frequency of COVID-19 testing of employees is determined by the Ventura County Public Health and shall continue through the 2021-2022 school year, or when determined to no longer be required. COVID-19 testing shall be conducted outside of the employees' work hours.

As the District is asking employees to conduct testing outside of their work day to limit disruptions to the daily operations, the District shall provide a 2% off schedule one-time stipend for OSSA unit members to be paid out of ESSER II funds (COVID-19 funding).

#### **FISCAL IMPACT:**

The fiscal impact of a 2% off schedule one-time stipend for OSSA unit members is \$213,253 from ESSER II funding (COVID19 funding).

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees approve a 2% off schedule one-time stipend for OSSA unit members, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [OSSA MOU w. OSD \(one page\)](#)

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OXNARD SCHOOL DISTRICT  
AND  
THE OXNARD SUPPORTIVE SERVICES ASSOCIATION**

This addendum to the Memorandum of Understanding ("MOU") agreement made and entered into on October 29, 2020, by and between the Oxnard School District ("District") and Oxnard Supportive Services Association (OSSA) collectively referred to as the "Parties" enter this Memorandum of Understanding ("MOU") Addendum regarding issues related to COVID-19 testing.

The Parties 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 fairly compensate employees for efforts during the COVID-19 pandemic while keeping the District fiscally solvent and still having the required funds to protect the health and safety of District students and staff.

1. The District shall provide 2% compensation off-schedule for 2020-2021 school year based on current salary schedule, "2018-2019 OSSA Salary Schedule," 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. Unit members will participate in COVID-19 testing outside of normal work hours.
  - b. Unit members newly hired for the 2021-2022 school year, who are required to submit to and provide the results of periodic COVID-19 testing, shall be permitted to receive their COVID-19 testing during normal work hours at a mutually agreed time between the unit member and their site administrator.

This Memorandum of Understanding Addendum shall supersede #17 of the MOU agreed to by the Parties on October 29, 2020, and sunset on June 30, 2021, unless indicating differently. All other numbers of the October 29, 2020 MOU will sunset on June 30, 2021, as previously agreed.

**For the District:**

**For Oxnard Supportive Services Association**

Dr. Victor Torres 5-21-21  
Dr. Victor M Torres, Asst Supt of HR Date

Brenda K. Muth 21 MAY 2021  
Brenda Muth, President of OSSA Date

## **OSD BOARD AGENDA ITEM**

**Name of Contributor:** Dr. Victor Torres

**Date of Meeting:** June 02, 2021

**Agenda Section:** Section F: Board Policies, First Reading

### **REVIEW OF UNIFORM COMPLAINT PROCEDURES – BP and AR 1312.3: Revision (Torres)**

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The policy and regulation have been updated to reflect new laws and regulations, as recommended by the California Department of Education (CDE).

New language is identified in red italics, while language that will be deleted has been strikedthrough.

#### **FISCAL IMPACT:**

N/A

#### **RECOMMENDATION:**

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees review the revised policy and regulation, as presented.

#### **ADDITIONAL MATERIALS:**

**Attached:** [BP 1312.3 Uniform Complaint Procedures \(GHS Rev 5.19.21 - ten pages\)](#)

[AR 1312.3 Uniform Complaint Procedures \(GHS Rev 5.19.21 - 18 pages\)](#)



**UNIFORM COMPLAINT PROCEDURES**

The Governing Board recognizes that the district has the primary responsibility to comply with applicable state and federal laws and regulations governing educational programs. *The Board encourages early resolution of complaints whenever possible. To resolve complaints which may require a more formal process, the Board adopts the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.* ~~The district shall investigate complaints alleging failure to comply with such laws and/or alleging unlawful discrimination, harassment, intimidation, and bullying, and shall seek to resolve those complaints in accordance with the district's uniform complaint procedures. (5 CCR 4620) A complaint may also be filed regarding violations of state laws or regulations related to pupil fees.~~

***Complaints Subject to UCP***

*The district's uniform complaint procedures (UCP) shall be used to investigate and resolve complaints regarding the following programs and activities:*

1. *Accommodations for pregnant and parenting students (Education Code 46015)*  
*(cf. 5146 - Married/Pregnant/Parenting Students)*
2. *Adult education programs (Education Code 8500-8538, 52334.7, 52500-52617)*  
*(cf. 6200 - Adult Education)*
3. *After School Education and Safety programs (Education Code 8482-8484.65)*  
*(cf. 5148.2 - Before/After School Programs)*
4. *Agricultural career technical education (Education Code 52460-52462)*
5. *Career technical and technical education and career technical and technical training programs (Education Code 52300-52462)*  
*(cf. 6178 - Career Technical Education)*  
*(cf. 6178.1 - Work-Based Learning)*
6. *Child care and development programs (Education Code 8200-8498)*  
*(cf. 5148 - Child Care and Development)*
7. *Compensatory education (Education Code 54400)*  
*(cf. 6171 - Title I Programs)*

**UNIFORM COMPLAINT PROCEDURES** (continued)

8. Consolidated categorical aid programs (Education Code 33315; 34 CFR 299.10-299.12)

9. Course periods without educational content, when students in grades 9-12 are assigned to such courses more than one week in any semester or in a course the student has previously satisfactorily completed, unless specified conditions are met (Education Code 51228.1-51228.3)

(cf. 6152 - Class Assignment)

10. Discrimination, harassment, intimidation, or bullying in district programs and activities, including in those programs or activities funded directly by or that receive or benefit from any state financial assistance, based on the person's actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, immigration status, ethnic group identification, age, religion, marital status, pregnancy, parental status, physical or mental disability, medical condition, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on the person's association with a person or group with one or more of these actual or perceived characteristics (5 CCR 4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

11. Educational and graduation requirements for students in foster care, homeless students, students from military families, students formerly in a juvenile court school, migrant students, and immigrant students participating in a newcomer program (Education Code 48645.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

(cf. 6173.3 - Education for Juvenile Court School Students)

12. Every Student Succeeds Act (Education Code 52059; 20 USC 6301 et seq.)

13. Local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

**UNIFORM COMPLAINT PROCEDURES** (continued)

14. *Migrant education (Education Code 54440-54445)*

(cf. 6175 - Migrant Education Program)

15. *Physical education instructional minutes (Education Code 51210, 51222, 51223)*

(cf. 6142.7 - Physical Education and Activity)

16. *Student fees (Education Code 49010-49013)*

(cf. 3260 - Fees and Charges)

17. *Reasonable accommodations to a lactating student (Education Code 222)*

18. *Regional occupational centers and programs (Education Code 52300-52334.7)*

(cf. 6178.2 - Regional Occupational Center/Program)

19. *School plans for student achievement as required for the consolidated application for specified federal and/or state categorical funding (Education Code 64001)*

(cf. 0420 - School Plans/Site Councils)

20. *School safety plans (Education Code 32280-32289)*

(cf. 0450 - Comprehensive Safety Plan)

21. *School site councils as required for the consolidated application for specified federal and/or state categorical funding (Education Code 65000)*

(cf. 0420 - School Plans/Site Councils)

22. *State preschool programs (Education Code 8235-8239.1)*

(cf. 5148.3 - Preschool/Early Childhood Education)

23. *State preschool health and safety issues in license-exempt programs (Education Code 8235.5)*

24. *Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy*

**UNIFORM COMPLAINT PROCEDURES** (continued)

25. Any other state or federal educational program the Superintendent of Public Instruction or designee deems appropriate

*The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process for resolving a complaint in a manner that is acceptable to all parties. An ADR process such as mediation may be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.*

*The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. For any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep the identity of the complainant, and/or the subject of the complaint if different from the complainant, confidential when appropriate and as long as the integrity of the complaint process is maintained.*

*(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)  
(cf. 5125 - Student Records)  
(cf. 9011 - Disclosure of Confidential/Privileged Information)*

*When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.*

*The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.*

*(cf. 4131 - Staff Development)  
(cf. 4231 - Staff Development)  
(cf. 4331 - Staff Development)*

*The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.*

*(cf. 3580 - District Records)*

**UNIFORM COMPLAINT PROCEDURES** (continued)

*Non-UCP Complaints*

*The following complaints shall not be subject to the district's UCP but shall be investigated and resolved by the specified agency or through an alternative process:*

1. *Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division or the appropriate law enforcement agency. (5 CCR 4611)*

*(cf. 5141.4 - Child Abuse Prevention and Reporting)*

2. *Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services. (5 CCR 4611)*

3. *Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.*

4. *Any complaint alleging a violation of a state or federal law or regulation related to special education, a settlement agreement related to the provision of a free appropriate public education, or a due process hearing order shall be submitted to the California Department of Education (CDE) in accordance with AR 6159.1 - Procedural Safeguards and Complaints for Special Education. (5 CCR 3200-3205)*

*(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)*

5. *Any complaint alleging noncompliance of the district's food service program with laws regarding meal counting and claiming, reimbursable meals, eligibility of children or adults, or use of cafeteria funds and allowable expenses shall be filed with or referred to CDE in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15580-15584)*

6. *Any allegation of discrimination based on race, color, national origin, sex, age, or disability in the district's food service program shall be filed with or referred to the U.S. Department of Agriculture in accordance with BP 3555 - Nutrition Program Compliance. (5 CCR 15582)*

7. *Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments shall be investigated and resolved in accordance with AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 35186)*

*(cf. 1312.4 - Williams Uniform Complaint Procedures)*

~~The district shall use the uniform complaint procedures to resolve any complaint alleging unlawful discrimination, harassment, intimidation, or bullying against any protected group as identified under Education Code 200 and 220 and Government Code 11135, in district programs and activities based on actual or perceived characteristics such as race, color, ancestry, nationality, national origin, ethnic group identification, ethnicity, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics.~~

~~(cf. 0410—Nondiscrimination in District Programs and Activities)  
(cf. 4030—Nondiscrimination in Employment)  
(cf. 4031—Complaints Concerning Discrimination in Employment)  
(cf. 5131.2—Bullying)~~

~~Uniform complaint procedures shall also be used to address any complaint alleging the district's failure to comply with state and/or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, special education programs, and the development and adoption of the school safety plan. (5 CCR 4610)~~

~~Uniform complaint procedures shall also be used to address any complaints related to violations of state laws or regulations related to pupil fees, deposits, or other charges for participation in educational activities.~~

~~(cf. 0450—Comprehensive Safety Plan)  
(cf. 1312.1—Complaints Concerning District Employees)  
(cf. 1312.2—Complaints Concerning Instructional Materials)  
(cf. 3260—Fees and Charges)  
(cf. 3320—Claims and Actions Against the District)  
(cf. 3553—Free and Reduced Price Meals)  
(cf. 3555—Nutrition Program Compliance)  
(cf. 5141.4—Child Abuse Prevention and Reporting)  
(cf. 5148—Child Care and Development)  
(cf. 6159—Individualized Education Program)  
(cf. 6171—Title I Programs)  
(cf. 6174—Education for English Language Learners)  
(cf. 6175—Migrant Education Program)~~

BP 1312.3(b)

## **UNIFORM COMPLAINT PROCEDURES (continued)**

~~(cf. 6178—Career Technical Education)  
(cf. 6178.1—Work Based Learning)  
(cf. 6178.2—Regional Occupational Center/Program)  
(cf. 6200—Adult Education)~~

~~The Board prohibits any form of retaliation against any complainant in the complaint process. The Board shall ensure that complainants are protected from retaliation and the identity of a complainant alleging discrimination, harassment, intimidation, or bullying, will remain~~

~~confidential as appropriate. Participation in the complaint process shall not in any way affect the status, grades, or work assignments of the complainant.~~

~~The Board encourages the early, informal resolution of complaints at the site level whenever possible.~~

~~The Board recognizes that a neutral mediator can often suggest a compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedure, whenever all parties to a complaint agree to try to resolve the problem through mediation, the Superintendent or designee shall initiate that process. The Superintendent or designee shall ensure that the results are consistent with state and federal laws and regulations.~~

~~In investigating complaints, the confidentiality of the parties involved and the integrity of the process shall be protected. As appropriate, the Superintendent or designee may keep the identity of a complainant confidential to the extent that the investigation of the complaint is not obstructed.~~

~~The Board acknowledges and respects every individual's right to privacy. Discrimination, harassment, intimidation, or bullying complaints shall be investigated in a manner that protects the confidentiality of the parties and the integrity of the process. This may include keeping the identity of the complainant confidential, as appropriate and except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee, on a case by case basis.~~

~~(cf. 4119.23/4219.23/4319.23—Unauthorized Release of Confidential/Privileged Information)  
(cf. 5125—Student Records)  
(cf. 9011—Disclosure of Confidential/Privileged Information)~~

~~Unlawful discrimination, harassment, intimidation or bullying complaints shall be filed no later than six months from the date the alleged discrimination, harassment, intimidation, or bullying occurred, or six months from the date the complainant first obtained knowledge of the facts of the alleged discrimination, harassment, intimidation, or bullying.~~

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BP 1312.3(c)

## **UNIFORM COMPLAINT PROCEDURES** (continued)

The district's Williams uniform complaint procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to the following:

- ~~1. Sufficiency of textbooks or instructional materials~~
- ~~2. Emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff~~
- ~~3. Teacher vacancies and misassignments~~

**UNIFORM COMPLAINT PROCEDURES (continued)**

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination  
8200-8498 Child care and development programs  
8500-8538 Adult basic education  
18100-18203 School libraries  
32289-~~32289~~ School safety plan, uniform complaint procedure  
35186 Williams uniform complaint procedure  
**46015 Parental Leave for students**  
**48853-48853.5 Foster youth**  
~~41500-41513 Categorical education block grants~~  
48985 Notices in language other than English  
49010-~~49014~~~~49013~~ Student fees  
49060-49079 Student records, especially:  
**49069.5 Records of foster youth**  
49490-49590 Child nutrition programs  
**49701 Interstate Compact on Educational Opportunity for Military Children**  
51210 Courses of study grades 1-6  
51222 Physical education, secondary schools  
51223 Physical education, elementary schools  
**51225.1-51225.2 Foster youth, homeless children, former juvenile court school students, military-connected students, migrant students, and newly arrived immigrant students; course credits; graduation requirements**  
~~52160-52178 Bilingual education programs~~  
**51226-51226.1**~~52300-52490~~ Career-technical education  
**51228.1-51228.3 Courses periods without educational content**  
**52059.5 Statewide system of support**  
**52060-52077 Local control and accountability plan, especially:**  
**52075 Complaint for lack of compliance with local control and accountability plan requirements**  
**52300-52462 Career technical education**  
52500-52616.24 Adult schools  
~~52800-52870 School based coordinated programs~~  
~~54000-54028 Economic impact aid programs~~  
~~54100-54145 Miller Unruh Basic Reading Act~~  
54400-54425 Compensatory education programs  
54440-54445 Migrant education  
54460-54529 Compensatory education programs  
56000-56867 Special education programs  
59000-59300 Special schools and centers  
64000-64001 Consolidated application process; **school plan for student achievement**  
**65000-65001 School site councils**

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state  
12900-12996 Fair Employment Housing Act

HEALTH AND SAFETY CODE

**1596.792 California Child Day Care Act; general provisions and definitions**  
**1596.7925 California Child Day Care Act; health and safety regulations**

PENAL CODE

422.55 Hate crime; definition  
422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 2

**11023 Harassment and discrimination prevention and correction**

CODE OF REGULATIONS, TITLE 5



**UNIFORM COMPLAINT PROCEDURES (continued)**

*3200-3205 Special education compliance complaints*

~~3080 Application of section~~

~~4600-467087 Uniform complaint procedures~~

~~4680-4687 Williams uniform complaint procedures~~

~~4690-4694 Complaints regarding health and safety issues in license-exempt preschool programs~~

~~4900-4965 Nondiscrimination in elementary and secondary education programs~~

~~15580-15584 Child nutrition programs complaint procedures~~

UNITED STATES CODE, TITLE 20

*1221 Application of laws*

*1232g Family Educational Rights and Privacy Act*

*1681-1688 Title IX of the Education Amendments of 1972*

~~6301-65767 Title I Improving the Academic Achievement of the Disadvantaged~~

~~6601-6777 Title II preparing and recruiting high quality teachers and principals~~

~~6801-70146871 Title III language instruction for limited English proficient and immigrant students~~

UNITED STATES CODE, TITLE 29

~~2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended~~

~~2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964~~

~~6101-6107 Age Discrimination Act of 1975~~

~~11431-11435 McKinney-Vento Homeless Assistance Act~~

~~12101-12213 Title II equal opportunity for individuals with disabilities~~

CODE OF FEDERAL REGULATIONS, TITLE 28

~~35.107 Nondiscrimination on basis of disability; complaints~~

CODE OF FEDERAL REGULATIONS, TITLE 34

~~99.1-99.67 Family Educational Rights and Privacy Act~~

~~100.3 Prohibition of discrimination on basis of race, color or national origin~~

~~104.7 Designation of responsible employee for Section 504~~

~~106.1-106.82 Nondiscrimination on the basis of sex in education programs, especially:~~

~~106.8 Designation of responsible employee for Title IX~~

~~106.9 Notification of nondiscrimination on basis of sex~~

~~110.25 Notification of nondiscrimination on the basis of age~~

~~7101-7184 Safe and Drug-Free Schools and Communities Act~~

~~7201-7283g Title V promoting informed parental choice and innovative programs~~

~~7301-7372 Title V rural and low-income school programs~~

**UNIFORM COMPLAINT PROCEDURES (continued)**

*Management Resources:*

*CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS*

*Uniform Complaint Procedure 2020-21 Program Instrument*

*Sample UCP Board Policies and Procedures*

*U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS*

*Dear Colleague Letter, September 22, 2017*

*Dear Colleague Letter: Title IX Coordinators, April 2015*

*Dear Colleague Letter: Responding to Bullying of Students with Disabilities, October 2014*

*Dear Colleague Letter: Harassment and Bullying, October 2010*

*U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS*

*Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001*

*U.S. DEPARTMENT OF JUSTICE PUBLICATIONS*

*Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002*

*WEB SITES*

*CSBA: <http://www.csba.org>*

*California Department of Education: <http://www.cde.ca.gov>*

*Student Privacy Policy Office: <http://www2.ed.gov/about/offices/list/oepd/sppo>*

*U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/ocr>*

*U.S. Department of Justice: <http://www.justice.gov>*

Policy

adopted: October 19, 2011

Revised: January 16, 2013; June 26, 2013; September 4, 2013; August 24, 2016, January 18, 2017; *June 23, 2021*

**OXNARD SCHOOL DISTRICT**

Oxnard, California

**UNIFORM COMPLAINT PROCEDURES**

*Except as the Governing Board may otherwise specifically provide in other district policies, these uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.*

- (cf. 1312.1 - Complaints Concerning District Employees)*
- (cf. 1312.2 - Complaints Concerning Instructional Materials)*
- (cf. 1312.4 - Williams Uniform Complaint Procedures)*
- (cf. 4030 - Nondiscrimination in Employment)*

*Compliance Officers*

*The district designates the individual(s), position(s), or unit(s) identified below as responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s), position(s), or unit(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment responsible for handling complaints regarding unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) and in AR 5145.7 - Sexual Harassment for handling complaints regarding sexual harassment. The compliance officer(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.*

- (cf. 5145.3 - Nondiscrimination/Harassment)*
- (cf. 5145.7 - Sexual Harassment)*
- (cf. 5145.71 - Title IX Sexual Harassment Complaints Procedures)*

Assistant Superintendent, Human Resources  
*(title or position)*

1051 South A Street, Oxnard, CA 93030  
*(address)*

(805) 385-1501 ext. 2050  
*(telephone number)*

certificatedhr@oxnardsd.org  
*(email)*

**UNIFORM COMPLAINT PROCEDURES (continued)**

*The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant and respondent, if applicable, if another compliance officer is assigned to the complaint.*

*In no instance shall a compliance officer be assigned to a complaint in which the compliance officer has a bias or conflict of interest that would prohibit the fair investigation or resolution of the complaint. Any complaint against a compliance officer or that raises a concern about the compliance officer's ability to investigate the complaint fairly and without bias shall be filed with the Superintendent or designee who shall determine how the complaint will be investigated.*

*The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such employees shall cover current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints, including those alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Assigned employees may have access to legal counsel as determined by the Superintendent or designee.*

*(cf. 4331 - Staff Development)  
(cf. 9124 - Attorney)*

*The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the result of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement one or more interim measures. The interim measures shall remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.*

*Notifications*

*The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)*

*In addition, the Superintendent or designee shall annually provide written notification of the district's UCP to students, employees, parents/guardians of district students, district advisory committee members, school advisory committee members, appropriate private school officials or representatives, and other interested parties. (5 CCR 4622)*

**UNIFORM COMPLAINT PROCEDURES (continued)**

*(cf. 0420 - School Plans/Site Councils)*  
*(cf. 1220 - Citizen Advisory Committees)*  
*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*  
*(cf. 5145.6 - Parental Notifications)*

*The notice shall include:*

- 1. A statement that the district is primarily responsible for compliance with federal and state laws and regulations, including those related to prohibition of unlawful discrimination, harassment, intimidation, or bullying against any protected group, and a list of all programs and activities that are subject to UCP as identified in the section "Complaints Subject to UCP" in the accompanying Board policy*
- 2. The title of the position responsible for processing complaints, the identity of the person(s) currently occupying that position if known, and a statement that such persons will be knowledgeable about the laws and programs that they are assigned to investigate*
- 3. A statement that a UCP complaint must be filed no later than one year from the date the alleged violation occurred*
- 4. A statement that, in the case of a complaint alleging unlawful discrimination, harassment, intimidation, or bullying, a UCP complaint must be filed no later than six months from the date of the alleged conduct or the date the complainant first obtained knowledge of the facts of the alleged conduct*
- 5. A statement that a student enrolled in a public school shall not be required to pay a fee for participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities*
- 6. A statement that a complaint regarding student fees or the local control and accountability plan (LCAP) may be filed anonymously if the complainant provides evidence or information leading to evidence to support the complaint*

*(cf. 0460 - Local Control and Accountability Plan)*  
*(cf. 3260 - Fees and Charges)*

- 7. A statement that the district will post a standardized notice of the educational rights of foster youth, homeless students, former juvenile court school students now enrolled in the district, children of military families, migrant students, and immigrant students enrolled in a newcomer program, as specified in Education Code 48853, 48853.5, 49069.5, 51225.1, and 51225.2, and the complaint process*

*(cf. 6173 - Education for Homeless Children)*  
*(cf. 6173.1 - Education for Foster Youth)*

*(cf. 6173.2 - Education of Children of Military Families)*

*AR 1312.3(d)*

***UNIFORM COMPLAINT PROCEDURES (continued)***

*(cf. 6173.3 - Education for Juvenile Court School Students)*

*(cf. 6175 - Migrant Education Program)*

8. *A statement that complaints will be investigated in accordance with the district's UCP and a written decision will be sent to the complainant within 60 days from the receipt of the complaint, unless this time period is extended by written agreement of the complainant*

9. *A statement that the complainant has a right to appeal the district's investigation report to CDE for programs within the scope of the UCP by filing a written appeal, including a copy of the original complaint and the district's decision, within 15 days of receiving the district's decision*

10. *A statement advising the complainant of any civil law remedies, including, but not limited to, injunctions, restraining orders, or other remedies or orders that may be available under state or federal antidiscrimination laws, if applicable*

11. *A statement that copies of the district's UCP are available free of charge*

*The annual notification, complete contact information of the compliance officer(s), and information related to Title IX as required pursuant to Education Code 221.61 shall be posted on the district web site and may be provided through district-supported social media, if available.*

*(cf. 1113 - District and School Web Sites)*

*(cf. 1114 - District-Sponsored Social Media)*

*The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.*

*If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.*

***Filing of Complaints***

*The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.*

*All complaints shall be filed in writing and signed by the complainant. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy,*

*district staff shall assist in the filing of the complaint. (5 CCR 4600)*

*AR 1312.3(e)*

### ***UNIFORM COMPLAINT PROCEDURES (continued)***

*Complaints shall also be filed in accordance with the following rules, as applicable:*

- 1. A complaint alleging district violation of applicable state or federal law or regulations governing the programs specified in the accompanying Board policy may be filed by any individual, public agency, or organization. (5 CCR 4630)*
- 2. Any complaint alleging noncompliance with law regarding the prohibition against student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school or with the Superintendent or designee.*
- 3. A UCP complaint shall be filed no later than one year from the date the alleged violation occurred. For complaints related to the LCAP, the date of the alleged violation is the date when the County Superintendent of Schools approves the LCAP that was adopted by the Board. (5 CCR 4630)*
- 4. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges having personally suffered unlawful discrimination, a person who believes that any specific class of individuals has been subjected to unlawful discrimination, or a duly authorized representative who alleges that an individual student has been subjected to discrimination, harassment, intimidation, or bullying. The complaint shall be initiated no later than six months from the date that the alleged unlawful discrimination occurred, or six months from the date that the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)*
- 5. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.*
- 6. When the complainant of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) or the alleged victim, when not the complainant, requests confidentiality, the compliance officer shall inform the complainant or victim that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.*

**UNIFORM COMPLAINT PROCEDURES (continued)**

*Mediation*

*Within three business days after receiving the complaint, the compliance officer may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.*

*Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.*

*If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with an investigation of the complaint.*

*The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed upon through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.*

*Investigation of Complaint*

*Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.*

*Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or the complainant's representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.*

*In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. The compliance officer shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. At appropriate intervals, the compliance officer shall inform both parties of the status of the investigation.*



**UNIFORM COMPLAINT PROCEDURES (continued)**

*To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.*

*A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. Similarly, a respondent's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in a finding, based on evidence collected, that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)*

*In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)*

*Timeline for Investigation Report*

*Unless extended by written agreement with the complainant, the compliance officer shall prepare and send to the complainant a written investigation report, as described in the section "Investigation Report" below, within 60 calendar days of the district's receipt of the complaint. (5 CCR 4631)*

*For any complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying), the respondent shall be informed of any extension of the timeline agreed to by the complainant. The respondent also shall be sent the investigation report at the same time it is provided to the complainant.*

~~This document applies to the filing, investigation and resolution of a Uniform Complaint Procedures (UCP) complaint regarding an alleged violation by a local agency of federal or state law or regulations governing educational programs, the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and unlawful discrimination, harassment, intimidation, and bullying regarding actual or perceived characteristics such as age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, mental or physical disability, nationality, national origin, race or ethnicity, religion, sex, sexual orientation, marital or parental status, or genetic information, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics.~~

~~This document presents information about how the Oxnard School District processes UCP complaints concerning particular programs or activities in which we receive state or federal funding. A complaint is a written and signed statement by a complainant alleging a violation of federal or state laws or regulations, including the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, which may include an allegation of unlawful discrimination, harassment, intimidation, and bullying. A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of federal or state laws or regulations, including the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or allegations of unlawful discrimination, harassment, intimidation, and bullying in programs and activities funded directly by the state or receiving any financial assistance from the state. If the complainant is unable to put the complaint in writing, due to conditions such as a disability or illiteracy, the public agency shall assist the complainant in the filing of the complaint.~~

~~Programs or activities in which the Oxnard School District receives state or federal funding are:~~

- ~~● Consolidated Categorical Aid Programs~~
- ~~● Migrant Education~~
- ~~● Child Care and Developmental Programs~~
- ~~● Child Nutrition Programs~~
- ~~● Special Education Programs~~
- ~~● Safety Planning Requirements~~

~~This document also applies to the filing of complaints which allege unlawful discrimination, harassment, intimidation, and bullying against any protected group as identified under Education Code section 200 and 220 and Government Code section 11135, including those with actual or perceived characteristics such as age, ancestry, color, ethnic group identification, gender expression, gender identity, gender, disability, nationality, national origin, race or ethnicity, religion, sex, sexual orientation, marital or parental status, or genetic information or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity conducted by a local~~

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AR 1312.3(b)

### **UNIFORM COMPLAINT PROCEDURES (continued)**

~~agency, which is funded directly by, or that receives or benefits from any state financial assistance.~~

~~The following complaints shall be referred to other agencies for appropriate resolution and are not subject to our UCP process set forth in this document unless these procedures are made applicable by separate interagency agreements:~~

- ~~1. Allegations of child abuse shall be referred to County Dept of Social Services (DSS), Protective Services Division or appropriate law enforcement agency.~~
- ~~2. Health and safety complaints regarding a Child Development Program shall be referred to Dept of Social Services for licensed facilities, and to the appropriate Child Development regional administrator for licensing exempt facilities.~~

3. ~~Employment discrimination complaints shall be sent to the State Dept of Fair Employment and Housing (DFEH).~~
4. ~~Allegations of fraud shall be referred to the Legal, Audits and Compliance Branch in the California Department of Education (CDE).~~

**The responsibilities of the Oxnard School District**

~~The Oxnard School District has the primary responsibility to ensure compliance with applicable state and federal laws and regulations. We shall investigate complaints alleging failure to comply with applicable state and federal laws and regulations, the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities and/or alleging discrimination, harassment, intimidation, and bullying and seek to resolve those complaints in accordance with our UCP procedures.~~

~~Our UCP policies shall ensure that complainants are protected from retaliation and that the identity of a complainant alleging discrimination, harassment, intimidation, and bullying remain confidential as appropriate. We submitted our UCP policies and procedures to our local governing board for approval and adoption (see the top of this document for final adoption date).~~

~~The person responsible for receiving and investigating complaints and ensuring our compliance with state and federal laws and regulations is:~~

Name or title: Assistant Superintendent, Human Resources and Support Services

Address: 1051 South A Street, Oxnard, CA 93030

Phone Number: (805) 385-1501 ext. 2050

~~We ensure that the person above, who is responsible for compliance and/or investigations, is knowledgeable about the laws/programs that he/she is assigned to investigate.~~

AR 1312.3(e)

**UNIFORM COMPLAINT PROCEDURES (continued)**

~~We shall annually notify in writing our students, employees, parents or guardians of our students, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties of our UCP process, including the opportunity to appeal to our governing board and the provisions of this document by disseminating the UCP Annual Notice to all of the above required groups each school year. An appeal is a request made in writing to a level higher than the original reviewing level by an aggrieved party requesting reconsideration or a reinvestigation of the lower adjudicating body's decision.~~

~~Our UCP Annual Notice shall also advise the recipient of any civil law remedies that may be available under state or federal discrimination, harassment, intimidation, and bullying laws, if applicable, and of the appeal pursuant to Education Code section 262.3. Our UCP Annual Notice shall be in English and in the primary language, pursuant to section 48985 of the Education Code, or mode of communication of the recipient of the notice.~~

~~Our UCP Annual Notice shall also advise that the U.S. Department of Education Office for Civil Rights (“OCR”) is a resource available to complainants to resolve discrimination complaints. The OCR can be contacted at:~~

~~San Francisco Office  
Office for Civil Rights  
U.S. Department of Education  
50 Beale Street, Suite 7200  
San Francisco CA 94105-1813  
Telephone: 415-486-5555  
FAX: 415-486-5570; TDD: 1-800-877-8339  
Email: [ocr.sanfrancisco@ed.gov](mailto:ocr.sanfrancisco@ed.gov)~~

~~A copy of this UCP complaint policies and procedures document shall be available free of charge.~~

### **~~Filing a complaint with the Oxnard School District~~**

~~Williams Complaints regarding instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of pupils or staff, and teacher vacancies or misassignments, complaints regarding the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or complaints that allege discrimination, harassment, intimidation, and bullying, any individual, public agency or organization may file a written complaint with our district superintendent or his or her designee alleging a matter which, if true, would constitute a violation by our LEA of federal or state law or regulation governing a program.~~

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~~AR 1312.3(d)~~

### **~~UNIFORM COMPLAINT PROCEDURES (continued)~~**

~~An investigation of alleged unlawful discrimination, harassment, intimidation, and bullying and/or the prohibition against requiring students to pay fees, deposits, or other charges for participating in educational activities, shall be initiated by filing a complaint no later than six months from the date the alleged violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or discrimination, harassment, intimidation, or bullying occurred, or the date the complainant first obtained knowledge of the facts of the alleged violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or discrimination, harassment, intimidation, and bullying. The time for filing may be extended in writing by our district superintendent or his or her designee, upon written request by the complainant setting forth the reasons for the~~

~~extension. The period for filing may be extended by our superintendent or his or her designee for good cause for a period not to exceed 90 calendar days following the expiration of the six month time period. Our superintendent shall respond immediately upon a receipt of a request for extension.~~

~~The complaint shall be filed by one who alleges that he or she has personally suffered a violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or unlawful discrimination, harassment, intimidation, and bullying or by one who believes an individual or any specific class of individuals has been subjected to a violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or discrimination, harassment, intimidation, and bullying prohibited by this part.~~

~~An investigation of a violation requiring students to pay fees, deposits, or other charges for participating in educational activities, and/or discrimination, harassment, intimidation, and bullying complaint shall be conducted in a manner that protects confidentiality of the parties and maintains the integrity of the process.~~

~~A complaint alleging noncompliance with the law regarding the prohibition against requiring students to pay student fees, deposits, and charges may be filed anonymously if the complaint provides evidence or information leading to evidence to support an allegation of noncompliance. (Education Code 49013)~~

~~If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges is found to have merit, the district shall provide a remedy to all affected students and parents/guardians, which, where applicable, shall include reasonable efforts to ensure full reimbursement to them. (Education Code 49013)~~

~~Except for Williams Complaints, within 60 calendar days from the date of the receipt of the complaint, we shall conduct and complete an investigation of the complaint in accordance with our UCP policies and procedures and prepare a written Decision; also known as a final report. This time period may be extended by written agreement of the complainant.~~

~~The investigation shall include an opportunity for the complainant, or the complainant's representative, or both, to present the complaint(s) and evidence or information leading to~~  

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~~AR 1312.3(e)~~

### **UNIFORM COMPLAINT PROCEDURES (continued)**

~~evidence to support the allegations of non-compliance with state and federal laws and/or regulations.~~

~~Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations.~~

~~Refusal by the Oxnard School District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant.~~

~~We shall issue a Decision based on the evidence. The Decision shall be in writing and sent to the complainant within 60 calendar days from receipt of the complaint by the local educational agency. The Decision should contain:~~

*AR 1312.3(h)*

### ***UNIFORM COMPLAINT PROCEDURES (continued)***

#### *Investigation Report*

*For all complaints, the district's investigation report shall include: (5 CCR 4631)*

- ~~(1)(i) The findings of fact based on the evidence gathered,~~
- ~~(2)(ii) A conclusion providing a clear determination for each allegation as to whether the district is in compliance with the relevant of law,~~
- ~~(iii) disposition of the complaint,~~
- ~~(iv) the rationale for such disposition,~~
- ~~(3) (v) Corrective actions, if any are warranted, whenever the district finds merit in the complaint, including, when required by law, a remedy to all affected students and parents/guardians and, for a student fees complaint, a remedy that complies with Education Code 49013 and 5 CCR 4600~~
- ~~(4) (vi) Notice of the complainant's right to appeal the district's investigation report to CDE, except when the district has used the UCP to address a complaint not specified in 5 CCR 4610 our LEA Decision to the District Superintendent or CDE, and~~
- ~~(5) (vii) Procedures to be followed for initiating an appeal to CDE the District Superintendent or CDE.~~

*The investigation report may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.*

*In consultation with district legal counsel, information about the relevant part of an investigation report may be communicated to a victim who is not the complainant and to other parties who may be involved in implementing the investigation report or are affected by the complaint, as long as the privacy of the parties is protected. In a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, and bullying),*

**UNIFORM COMPLAINT PROCEDURES (continued)**

*notice of the investigation report to the alleged victim shall include information about any sanction to be imposed upon the respondent that relates directly to the alleged victim.*

*If the complaint involves a limited-English-proficient student or parent/guardian and the student involved is enrolled in a school at which 15 percent or more of the students speak a single primary language other than English, then the investigation report shall also be translated into that language pursuant to Education Code 48985. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.*

*For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the investigation report shall also include a notice to the complainant that:*

- 1. The complainant may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with CDE. (Education Code 262.3)*
- 2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)*
- 3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at [www.ed.gov/ocr](http://www.ed.gov/ocr) within 180 days of the alleged discrimination.*

*Corrective Actions*

*When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.*

*(cf. 5137 - Positive School Climate)*

*For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate remedies that may be offered to the victim but not communicated to the respondent may include, but are not limited to, the following:*

- 1. Counseling*

*(cf. 6164.2 - Guidance/Counseling Services)*

**UNIFORM COMPLAINT PROCEDURES (continued)**

2. *Academic support*
3. *Health services*
4. *Assignment of an escort to allow the victim to move safely about campus*
5. *Information regarding available resources and how to report similar incidents or retaliation*
6. *Separation of the victim from any other individuals involved, provided the separation does not penalize the victim*
7. *Restorative justice*
8. *Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation*

*For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:*

1. *Transfer from a class or school as permitted by law*
2. *Parent/guardian conference*
3. *Education regarding the impact of the conduct on others*
4. *Positive behavior support*
5. *Referral to a student success team*

*(cf. 6164.5 - Student Success Teams)*

6. *Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law*

*(cf. 6145 - Extracurricular and Cocurricular Activities)*

7. *Disciplinary action, such as suspension or expulsion, as permitted by law*

*(cf. 5144 - Discipline)*

*(cf. 5144.1 - Suspension and Expulsion/Due Process)*



**UNIFORM COMPLAINT PROCEDURES (continued)**

*When an employee is found to have committed retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.*

*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

*The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.*

*When a complaint is found to have merit, an appropriate remedy shall be provided to the complainant or other affected person.*

*However, if a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges, physical education instructional minutes, courses without educational content, or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 51222, 51223, 52075)*

*For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)*

*Appeals to the California Department of Education*

*Any complainant who is dissatisfied with the district's investigation report on a complaint regarding any specified federal or state educational program subject to UCP may file an appeal in writing with CDE within 30 calendar days of receiving the district's investigation report. (5 CCR 4632)*

*The appeal shall be sent to CDE with a copy of the original locally filed complaint and a copy of the district's investigation report for that complaint. The complainant shall specify and explain the basis for the appeal, including as least one of the following: (5 CCR 4632)*

- 1. The district failed to follow its complaint procedures.*
- 2. Relative to the allegations of the complaint, the district's investigation report lacks material findings of fact necessary to reach a conclusion of law.*

**UNIFORM COMPLAINT PROCEDURES (continued)**

3. *The material findings of fact in the district's investigation report are not supported by substantial evidence.*
4. *The legal conclusion in the district's investigation report is inconsistent with the law.*
5. *In a case in which the district found noncompliance, the corrective actions fail to provide a proper remedy.*

*Upon notification by CDE that the district's investigation report has been appealed, the Superintendent or designee shall forward the following documents to CDE within 10 days of the date of notification: (5 CCR 4633)*

1. *A copy of the original complaint*
2. *A copy of the district's investigation report*
3. *A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator*
4. *A report of any action taken to resolve the complaint*
5. *A copy of the district's UCP*
6. *Other relevant information requested by CDE*

*If notified by CDE that the district's investigation report failed to address allegation(s) raised by the complaint, the district shall, within 20 days of the notification, provide CDE and the appellant with an amended investigation report that addresses the allegation(s) that were not addressed in the original investigation report. The amended report shall also inform the appellant of the right to separately appeal the amended report with respect to the allegation(s) that were not addressed in the original report. (5 CCR 4632)*

**Health and Safety Complaints in License-Exempt Preschool Programs**

*Any complaint regarding health or safety issues in a license-exempt CSPP program shall be addressed through the procedures described in 5 CCR 4690-4694.*

*In each license-exempt CSPP classroom, a notice shall be posted notifying parents/guardians, students, and teachers of the health and safety requirements of Title 5 regulations that apply to CSPP programs pursuant to Health and Safety Code 1596.7925 and the location at which to obtain a form to file any complaint alleging noncompliance with those requirements. (Education Code 8235.5; 5 CCR 4690)*

*The district's annual UCP notification distributed pursuant to 5 CCR 4622 shall clearly indicate which of its CSPP programs are operating as exempt from licensing and which*

**UNIFORM COMPLAINT PROCEDURES (continued)**

*CSPP programs are operating pursuant to requirements under Title 22 of the Code of Regulations. (5 CCR 4691)*

*Any complaint regarding specified health or safety issues in a license-exempt CSPP program shall be filed with the preschool program administrator or designee, and may be filed anonymously. The complaint form shall specify the location for filing the complaint and shall contain a space to indicate whether the complainant desires a response to the complaint. If it is determined that the complaint is beyond the authority of the preschool program administrator, the matter shall be forwarded to the Superintendent or designee in a timely manner, not to exceed 10 working days, for resolution. (Education Code 8235.5; 5 CCR 4690)*

*Investigation of a complaint regarding health or safety issues in a license-exempt CSPP program shall begin within 10 days of receipt of the complaint. (Education Code 8235.5; 5 CCR 4692)*

*The preschool administrator or designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the preschool administrator or Superintendent's designee shall, within 45 working days of the initial filing of the complaint, report the resolution of the complaint to the complainant and CDE's assigned field consultant. If the preschool administrator makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 8235.5; 5 CCR 4692)*

*If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Board at a regularly scheduled meeting and, within 30 days of the date of the written report, may file a written appeal of the district's decision to the Superintendent of Public Instruction in accordance with 5 CCR 4632. (Education Code 8235.5; 5 CCR 4693, 4694)*

*On a quarterly basis, the Superintendent or designee shall report summarized data on the nature and resolution of all CSPP health and safety complaints, including the number of complaints by general subject area with the number of resolved and unresolved complaints, to the Board at a regularly scheduled Board meeting and to the County Superintendent of Schools. (5 CCR 4693)*

~~Specifically, a complainant may appeal decisions and/or findings involving allegations of discrimination, harassment, intimidation, or bullying to the District Superintendent within 15 days of the issuance of the Decision. The complainant shall specify the reason(s) for appealing the Decision to the Superintendent and include a copy of the Decision. The Superintendent, or his/her designee, shall issue a final written letter of findings to the complainant regarding the disposition of the appeal and rationale for the disposition.~~

Additionally a complainant may also appeal decisions and/or findings involving allegations of discrimination, harassment, intimidation, or bullying to the CDE—Office of Equal Opportunity by filing a written appeal within 15 days after receiving the Decision.

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AR 1312.3(f)

## **UNIFORM COMPLAINT PROCEDURES**

The written appeal shall specify the reason(s) for appealing the decision and include a copy of the Decision.

The California Department of Education can be contacted at:

Office of Equal Opportunity  
California Department of Education  
1430 N Street  
Sacramento CA 95814  
Phone: 916 445 9174  
Facsimile: 916 324 9818

Nothing in this document shall prohibit anyone involved in the complaint from utilizing alternative methods to resolve the allegations, such as mediation. Nor are we prohibited from resolving complaints prior to the formal filing of a written complaint. Mediation is a problem solving activity whereby a third party assists the parties to the dispute in resolving the complaint.

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State and Federal Laws cited:

1. ~~34 Code of Federal Regulations [CFR] §§ 300.510-511~~
2. ~~California Code of Regulations [CCR] Title 5 §§ 4600-4687~~
3. ~~California Code of Regulations [CCR] Title 5 § 4610(b)~~
4. ~~California Code of Regulations [CCR] Title 5 § 4622~~
5. ~~California Code of Regulations [CCR] Title 5 §§ 4630-4631~~
6. ~~California Education Code [EC] §§ 200, 220, 262.3~~
7. ~~California Education Code [EC] § 262.3(d)~~
8. ~~California Education Code [EC] § 35186~~
9. ~~Government Code [GC] §§ 11135, 11138~~

Regulation  
approved: October 19, 2011  
Revised: January 16, 2013; June 26, 2013; September 4, 2013; August 24, 2016, January 18,  
2017; *June 23, 2021*

**OXNARD SCHOOL DISTRICT**  
Oxnard, California