

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President
Jarely Lopez, Clerk
Rose Gonzales, Member
MaryAnn Rodriguez, Member
Monica Madrigal Lopez, Member

ADMINISTRATION

Anabolena DeGenna, Ed.D.
Interim Superintendent
Valerie Mitchell, MPPA
Assistant Superintendent,
Business & Fiscal Services
Natalia Torres, Ed.D.
Assistant Superintendent,
Human Resources
Aracely Fox, Ed.D.
Acting Associate Superintendent,
Educational Services

AGENDA

REGULAR BOARD MEETING

Wednesday, September 6, 2023

5:00 PM - Open Meeting

5:30 PM - Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

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

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the Associate Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

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

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

September 6, 2023

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 ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

A.2. Pledge of Allegiance to the Flag

Brian Blevins, Principal, Kamala School, will introduce Celeste Benavides, 2nd grade student in Ms. Paolini's class, who will lead the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

The District's Mission and Vision Statement will be read in English and Spanish by Ricardo Martinez, 6th grade student at Kamala School.

A.4. Presentation by Kamala School

Brian Blevins, Principal, Kamala School, will provide a short presentation to the Board regarding Kamala. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

A.5. Family Resource Center Presentation (Fox/Ruvalcaba)

The Board will receive a presentation on the District's Family Resource Center and the support provided to the OSD community.

A.6. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

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

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a “Speaker Request Form” and submitting the form to the Associate Superintendent of Educational Services. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker. The Board will now convene in closed session to consider the items listed under Closed Session.

A.8. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- Anticipated Litigation:

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

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases
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 48916 of the Education Code the Board will consider student matters including:
Consider the Request to Expel Student
 - Case No. 23-01 (Action Item)
 - Case No. 23-02 (Action Item)
 4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment
 - Assistant Principals

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

A.10. Report Out of Closed Session

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

A.11. Introduction of Newly Appointed Oxnard School District Administrators (DeGenna)

Introduction of newly appointed Oxnard School District administrators:

- Pavel Escobedo Garcia, Assistant Principal
- Mariana Garcia, Assistant Principal
- Denise Johnson, Assistant Principal
- Jonathan Lever, Assistant Principal
- Tara Ramirez, Manager, Federal & State Grants

Section B: PUBLIC COMMENT/HEARINGS

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

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. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments.

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

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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. Si gusta donar sus tres (3) minutos de comentario, debe estar presente durante la presentación de comentarios.

Section C: CONSENT AGENDA

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

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

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

C.1. Approval of Notice of Completion, 2023 Painting Project, Bid #22-06 (Mitchell/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder's Office, for Bid #22-06, 2023 Painting Project, with AJ Fistes Corporation, as presented.

C.2. Personnel Actions (Torres/Fuentes)

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

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.3. Approval of Agreement #23-104 – Read.Write.Think., LLC (Fox/Anguiano)

It is the recommendation of the Principal, Chavez School, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-104 with Read.Write.Think., LLC, to provide twenty-nine days of on-site professional development to Chavez School staff for the teaching of writing, September 7, 2023 through June 30, 2024, in the amount not to exceed \$63,800.00, to be paid out of Title 1 Funds.

C.4. Approval of Agreement #23-105 – 3E Consulting Group, LLC (Fox/Blevins)

It is the recommendation of the Principal, Kamala School, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-105 with 3E Consulting Group, LLC, to support academic instruction at Kamala School through virtual coaching sessions, strategy and accountability sessions, and professional learning sessions focusing on enhancing the PLC model and developing the School Leadership Team to be instructional leaders, September 7, 2023 through June 30, 2024, in the amount not to exceed \$58,300.00, to be paid out of Supplemental Concentration Funds.

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- C.5. Approval of Agreement #23-107 – Art Trek, Inc. (Fox/Anguiano)**
It is the recommendation of the Principal, Chavez School, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-107 with Art Trek, Inc., to provide art lessons to students at Chavez School, September 7, 2023 through June 30, 2024, in the amount not to exceed \$31,112.50, to be paid out of Title 1 Funds.
- C.6. Approval of Agreement #23-108 – Woodman Ink (Fox/Shea)**
It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-108 with Woodman Ink, to provide communication services to share updates with the OSD community including but not limited to the strategic plan, migration to parent square, monthly newsletters, and updates to OSD’s communication systems, September 7, 2023 through June 30, 2024, in the amount not to exceed \$29,100.00, to be paid out of Supplemental Concentration Funds.
- C.7. Approval of Agreement #23-109 – Beyond Us Consulting (Fox)**
It is the recommendation of the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-109 with Beyond Us Consulting, to provide Principal Development Coaching and Support Services, September 7, 2023 through June 30, 2024, in the amount not to exceed \$50,000.00, to be paid out of Supplemental Concentration Funds.
- C.8. Approval of Agreement #23-115 – 3E Consulting Group, LLC (Fox)**
It is the recommendation of the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-115 with 3E Consulting Group, LLC, to design and deliver customized professional learning to build the instructional leadership capacity of district/site-level administrators, teacher leadership, and/or classroom teachers, September 7, 2023 through June 30, 2026, in the amount not to exceed \$138,000.00 per year, to be paid out of Supplemental Concentration Funds.
- C.9. Approval of Agreement #23-116 – Ballet Nepantla (Fox/Shea)**
It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-116 with Ballet Nepantla, to provide performances of Mistica, post-show Q&A, and a master class with students and families in the Oxnard School District through the Expanded Learning Opportunity Program, September 27 & 28, 2023, in the amount not to exceed \$16,000.00, to be paid out of Expanded Learning Opportunity Grant Funds.
- C.10. Approval of Agreement #23-117, Ventura County Public Health (Fox/Nocero)**
It is the recommendation of the Director, Pupil Services, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-117 with Ventura County Public Health, to provide free nutrition education and health promotion services for children and families at various Oxnard School District sites, September 7, 2023 through June 30, 2024, at no cost to Oxnard School District.
- C.11. Approval of Agreement #23-118 – Sterling Venue Ventures, LLC (Fox/Shea)**
It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-118 with Sterling Venue Ventures, LLC, for rental fees for the use of Oxnard Performing

Arts Center Theater for Ballet Napanla, September 27 & 28, 2023, in the amount not to exceed \$13,000.00, to be paid out of ELOP Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.12. Ratification of Amendment #1 to Agreement #22-55 – Positive Adventures, LLC (Fox/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #22-55 with Positive Adventures, LLC, for additional costs incurred when an educational outdoor program had to be rescheduled due to rain, in the amount of \$12,211.00, to be paid out of ELOP Funds.

C.13. Ratification of Amendment #1 to Agreement #22-85, STAR of CA, ERA Ed (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Interim Superintendent that the Board of Trustees ratify Amendment #1 to Agreement #22-85 with STAR of CA/ ERA Ed, for classroom support and 1:1 Behavioral Therapist services to close out the 2022-2023 fiscal year, in the amount not to exceed \$500,000.00, to be paid out of Special Education Funds.

C.14. Ratification of Amendment #1 to Agreement/MOU #22-163 – County of Ventura (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Interim Superintendent that the Board of Trustees ratify Amendment #1 to Agreement #22-163 with the County of Ventura, to provide Special Education Home and School Based Mental Health Services on an as needed basis per IEP's, July 1, 2023 through June 30, 2024, in the amount of \$834,624.00, to be paid out of Special Education Funds.

C.15. Ratification of Amendment #2 to Agreement #22-232 – Positive Adventures, LLC (Fox/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #22-232 with Positive Adventures, LLC, to provide an additional week of overnight camps and adventure day camps for students, in the amount of \$44,410.00, to be paid out of ELOP Funds.

C.16. Ratification of Agreement #23-81 – Istation (Fox)

It is the recommendation of the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #23-81 with Istation, to provide virtual and in-person Professional Development for DLI teachers at 11 sites, August 25, 2023 through June 30, 2024, in the amount not to exceed \$20,000.00, to be paid out of Supplemental Concentration Funds.

C.17. Ratification of Agreement #23-88 – Maxim Healthcare Services Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Interim Superintendent that the Board of Trustees ratify Agreement #23-88 with Maxim Healthcare Services Inc., to provide supplemental staffing to the Special Education Department on an "as needed" basis in the areas of Speech Language Therapist, Behavior Technicians, Occupational Therapist, Psychologist, and LVN, July 1, 2023 through June 30, 2024, in the amount not to exceed \$1,705,000.00, to be paid out of Special Education Funds.

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C.18. Ratification of Agreement #23-102 – Acceleration Behavioral Therapies (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-102 with Acceleration Behavioral Therapies, to provide consultant services to the Special Education Department including applied behavioral therapy and related services, July 1, 2023 through June 30, 2024, in the amount not to exceed \$500,000.00, to be paid out of Special Education Funds.

C.19. Ratification of Agreement #23-106 – Read.Write.Think., LLC (Fox/Cordes)

It is the recommendation of the Principal, Lemonwood School, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-106 with Read.Write.Think., LLC, to provide twenty-six days of on-site Professional Study in Literacy Consulting for Lemonwood School staff, August 24, 2023 through June 30, 2024, in the amount not to exceed \$57,200.00, to be paid out of Title 1 Funds.

C.20. Ratification of Agreement #23-110 – Walter D. Schwartz (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #23-110 with Walter D. Schwartz, for providing services related to Collective Bargaining training and facilitation services, August 1, 2023 through June 30, 2024, in the amount not to exceed \$30,000.00, to be paid out of the General Fund (Negotiations).

C.21. Ratification of Agreement #23-119 – Azusa Pacific University (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources, and the Director, Certificated Human Resources, that the Board of Trustees ratify Agreement #23-119 with Azusa Pacific University (APU), for OSD to host APU teaching candidates at their school sites to provide educational fieldwork experiences as may be called for in the requirements of the various credentials for public school service, July 1, 2023 through June 30, 2026, at no cost to Oxnard School District.

Section D: ACTION ITEMS

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

D.1. Classified Employees' Appointee to the Personnel Commission (Torres/Fuentes)

It is the recommendation of the Assistant Superintendent, Human Resources, and the Director of Classified Human Resources that the Board of Trustees approve the classified employees' appointment of Denis O'Leary to the Personnel Commission.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

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

It is the recommendation of the Interim Superintendent that the Board of Trustees approve the minutes of Board meetings, as presented:

- June 21, 2023 Regular Meeting
- August 2, 2023 Regular Meeting
- August 9, 2023 Special Meeting
- August 23, 2023 Regular Meeting

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Section G: CONCLUSION

G.1. Interim Superintendent's Report (3 minutes)

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

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

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

G.3. ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Anabolena DeGenna, Ed. D.

Interim 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, September 1st, 2023.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section A: Presentation

Family Resource Center Presentation (Fox/Ruvalcaba)

The Board will receive a presentation on the District's Family Resource Center and the support provided to the OSD community. These include linkage to outside services and help to navigate district enrollment and other support services.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Informational

ADDITIONAL MATERIALS:

Attached: [Family Resource Center Board Presentation \(9 pgs\).pdf](#)

FAMILY RESOURCE CENTER



Alfredo Gutierrez
Alberto Mendoza



- **Who is there?**
Alfredo Gutierrez- District
Community Liaison

Alberto Mendoza- Parent Support
Liaison
- **What is it?**
Center to support students' and
parents' basic needs and
community engagement.
- **Provide support to Outreach
Specialists**
- **Hours of operation**
8:00 AM - 5:00 PM

BASIC NEEDS: RESOURCES AND SERVICES

MOUs / Agreements / Contracts

- Interface
- Coalition for Family Harmony
- VCBH
- Public Health
- School on Wheels
- Children's Resource Program

Agencies Supporting Families

- Shelter Care Resources (food, clothes, shoes, hygiene products, tutoring, housing)
- Salvation Army (food, rental support, school supplies, backpacks, after school programs)
- Saint Vincent De Paul (rental support)
- Healthy Families (basic needs, transportation, behavior, socio-emotional, housing)
- Community Action of Ventura County (backpacks, utilities, laundry services, shoes)

Support On-Site

- Computer access, kid's corner, backpacks, gift cards, gas cards, bus tokens, lice vouchers



BEYOND BASIC NEEDS: FAMILY ENGAGEMENT

Parent Classes

- *Project2Inspire*: Program to encourage family, school & community engagement
- *English as a Second Language*: Opportunity for learning to read & write in English to support their children

Parent Committees

- District English Learner Advisory Committee, Parent Advisory Committee, Parent Teacher Association

Diverse Community Advisory Groups

- African American, Asian American and Pacific Islander, Mixteco

Variety of Workshops, Classes and Conferences

COMMUNICATION / OUTREACH

How do families know we are here?

- Outreach Specialists, Enrollment Center staff, flyer, brochure
- Word of mouth

Resource Fair / Open House

- 15+ Organizations present
- All providing support to our families



RESOURCE FAIR OPEN HOUSE



GOAL FOR RESOURCE CENTER

Our goal is to connect children and families with the resources and services they need.

The center is a one-stop center for parent engagement opportunities, food support, hygiene supplies, school supplies, clothes and shoes.

QUESTIONS?



THANK YOU!

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section A: Preliminary

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

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

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

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section A: Preliminary

Closed Session

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

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 48916 of the Education Code the Board will consider student matters including:
Consider the Request to Expel Student
 - Case No. 23-01 (Action Item)
 - Case No. 23-02 (Action Item)

4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee Appointment
 - Assistant Principals

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section A: Preliminary

Reconvene to Open Session (7:00 PM)

Reconvene to Open Session (7:00 PM)

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section A: Preliminary

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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section A: Preliminary

Introduction of Newly Appointed Oxnard School District Administrators (DeGenna)

Introduction of newly appointed Oxnard School District administrators:

- Pavel Escobedo Garcia, Assistant Principal
- Mariana Garcia, Assistant Principal
- Denise Johnson, Assistant Principal
- Jonathan Lever, Assistant Principal
- Tara Ramirez, Manager, Federal & State Grants

FISCAL IMPACT:

Information only.

RECOMMENDATION:

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section B: Hearing

Public Comment (3 minutes per speaker)/Comentarios del Público (3 minutos por cada ponente)

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. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments.

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. Si gusta donar sus tres (3) minutos de comentario, debe estar presente durante la presentación de comentarios.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: September 06, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Notice of Completion, 2023 Painting Project, Bid #22-06 (Mitchell/Miller)

The contractor, AJ Fistes Corporation, has completed the work of Bid #22-06 to perform the work for 2023 Painting Project – Kamala & Marina West, as of August 4, 2023. It is recommended that the Board of Trustees approve the Notice of Completion for this Project, which will be filed by the District with the County Recorder’s Office.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve the Notice of Completion and filing of such notice with the County Recorder’s Office, for Bid #22-06, 2023 Painting Project, with AJ Fistes Corporation.

ADDITIONAL MATERIALS:

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

Return Recorded Notice of Completion to:
Lisa A. Franz
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

NO FEE PER GOVT CODE 27383

NOTICE OF COMPLETION

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

Description: Kamala School, 634 West Kamala Street, Oxnard, CA 93033
Marina West School, 2501 Carob St., Oxnard, CA 93035

for Bid #22-06 and Agreement #23-60, 2023 Painting Project:

That on or about the 21st day of June 2023, the said Oxnard School District of Ventura County entered into a contract with AJ Fistes Corporation for the work of site improvements located at the school sites listed above, that certain real property hereinbefore described; that said building(s) and improvements were substantially completed on the 4th day of August 2023; that the address of said Oxnard School District is 1051 South A Street, City of Oxnard, Ventura County, California 93030.

Oxnard School District

By _____
Secretary of its Board of Trustees

STATE OF CALIFORNIA)
COUNTY OF VENTURA)

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

Subscribed and sworn to (**or affirmed**) before me on this _____ day of _____, 2023, by _____, **proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: September 06, 2023

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Fuentes)

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

ADDITIONAL MATERIALS:

Attached: [Classified Personnel Actions 09.06.23 \(2 pg\).pdf](#)
[Certificated Personnel Actions 09.06.23 \(1 pg\).pdf](#)

New Hires

Abraham, Mervyn P.	Electrician, Position #164 Maintenance 8.0 hrs./246 days	08/21/2023
Almazan, Isabel M.	Child Nutrition Worker, Position #7278 Curren 5.0 hrs./185 days	08/14/2023
Fernandez, Leonnie M.	Child Nutrition Worker, Position #2853 Ramona 5.0 hrs./185 days	08/14/2023
Guillen, Adrianna I	Paraeducator-Special Education #10601 McAuliffe 8.0 hrs./183 days	08/15/2023
Hernandez, Brian C.	Custodian, Position #10470 Custodial Services 8.0 hrs./246 days	08/28/2023
Hernandez, Valerie B.	Paraeducator-General Education, Position #10659 Brekke 8.0 hrs./183 days	08/16/2023

Limited Term/Substitutes

Bernal, Lucy	Paraeducator (substitute)	07/14/2023
Conejo Peralta, Maria G.	Custodian (substitute)	07/27/2023
Duong, Sandy T.	Paraeducator (substitute)	08/18/2023
Macias, Miguel A.	Custodian (substitute)	08/09/2023
Montes Caballero, Daniel	Custodian (substitute)	07/27/2023

Reinstatement

Martinez, Joann E.	Child Nutrition Worker, Position #389 Brekke 4.0 hrs./185 days	08/14/2023
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Administrative Transfers

Martinez, Ana G.	Preschool Teacher, Position #10887 Harrington 6.0 hrs./183 days Preschool Teacher, Position #10883 Ramona 6.0 hrs./183 days	08/15/2023
Palomar, Ariana	Preschool Teacher, Position #10883 Ramona 6.0 hrs./183 days Preschool Teacher, Position #10887 Harrington 6.0 hrs./183 days	08/16/2023

Resignations

Espinoza, Cynthia	Campus Assistant, Position #10745 Lemonwood 4.0 hrs./180 days	06/16/2023
Monroy, Stephanie M.	Library Media Technician, Position #2237 Fremont 6.0 hrs./191 days	08/11/2023
Nash, Maribel M.	Outreach Specialist, Position #1070 Ramona 8.0 hrs./180 days	08/31/2023
Pelayo, Adriana	Intermediate School Secretary, Position #6243 Kamala 8.0 hrs./191 days	08/25/2023
Roman, Fatima D.	Paraeducator-Special Education, Position #10594 Special Education 5.75 hrs./183 days	06/16/2023

Tougas, Laura A.	Paraeducator III, Position #7902 San Miguel 5.75 hrs./183 days	08/18/2023
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Retirement

Lugotoff, Suzanne A.	Director of CNS, Position #108 Child Nutritional Services 8.0 hrs./261 days	10/01/2023
Ramirez, Dora	Instructional Assistant, Position #2224 Frank 7.0 hrs./183 days	07/28/2023

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

Alvarez, Victoria	Teacher, PE	August 21, 2023
Robles, Jazmin	Teacher, Spanish	August 21, 2023
Almaraz, Ayde	Substitute Teacher	2023/2024 School Year
Lopez, Nicolas	Substitute Teacher	2023/2024 School Year
Lumbrano, Lizcel	Substitute Teacher	2023/2024 School Year
Morales, Monica	Substitute Teacher	2023/2024 School Year
Morgan, Gloria	Substitute Teacher	2023/2024 School Year
Noble, Carlee	Substitute Teacher	2023/2024 School Year
Ochoa Torres, Connie	Substitute Teacher	2023/2024 School Year
Vangani, Saroj	Substitute Teacher	2023/2024 School Year
Villafana, Carina Nicole	Substitute Teacher	2023/2024 School Year
Yeldell, Shamballa	Substitute Teacher	2023/2024 School Year

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-104 – Read.Write.Think., LLC (Fox/Anguiano)

Read.Write.Think., LLC will provide twenty-nine days of on-site professional development for the teaching of writing.

Term of Agreement: September 7, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$63,800.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Principal, Chavez School, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-104 with Read.Write.Think., LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-104, Read.Write.Think., LLC \(4 Pages\)](#)
[Proposal \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date



Read.Write.Think., L.L.C

2020 Delaware Avenue, Suite 4
Santa Monica, CA 90404
(917) 609-8514

Cesar E. Chavez ES, Oxnard SD, Professional Study 2023-2024

OVERVIEW

Brick & Mortar Residency/Lab Study

This on-site residency study is customized to fit your school's vision and needs - and includes a trained Read. Write. Think. with Renee team member who will join you on-campus throughout the year to deliver **timely and responsive** professional study.

Every Brick & Mortar Residency looks a little different, but each includes four main tenets:

1. **Lab Study.** Put on your scientist hat and step into the lab with us. Together, we study, examine, and question our practices
2. **Mini-Institutes.** Take the time to achieve schoolwide alignment on your vision and build the capacity of your team.
3. **Personalized Coaching.** Teachers should have a voice in what they are learning. To facilitate this, we spend time one-on-one with your staff and serve as their thinking partner. This allows us to connect with each teacher and help them reach their personal, professional learning goals.
4. **Curriculum Planning/Pacing.** Time to put pen to paper or fingers to keyboard. Curriculum planning days are spent planning out instruction in a way that includes all voices and incorporates best practices.

Our vision for the 2023-2024 year is to help members of the community reimagine *their* learning lives in ways that bring into focus the identity, and the gifts and talents of its members. We aim to reshape professional study so it brings the joy of learning for *all* at **Cesar E. Chavez E. Chavez**, including teachers, faculty, caregivers, students, and other members of the community.

Goals

Support teachers in their understanding of teaching literacy through a professional study in content (what they are teaching), teaching structures (how they are teaching it) and reimagining centering student voice, and choice (why they are teaching it), to raise up a generation of students who advocate for themselves and one another.

Contact Information

Renee Houser, Founder = Renee@readwritethinkwithrenee.com

Sue Galloway, Executive Assistant = Hello@readwritethinkwithrenee.com

Investment

Number of Days: Twenty-nine (29) days at \$2,200

Total Cost: \$63,800

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-105 – 3E Consulting Group, LLC (Fox/Blevins)

Daryton Ramsey of 3E Consulting Group, LLC will support academic instruction at Kamala School focusing on enhancing the PLC model, developing the School Leadership Team to be instructional leaders, utilizing the 4 critical questions, and supporting the administration.

The support will take place through virtual coaching sessions (1 on 1 coaching sessions with administration), strategy and accountability sessions (data analysis and PLC development with administration team), and professional learning sessions (support during staff meetings).

Term of Agreement: September 7, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$58,300.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Principal, Kamala School, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-105 with 3E Consulting Group, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-105, 3E Consulting Group, LLC \(4 Pages\)](#)
[Proposal \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date



Execute. Equity. Excellence.

Project Client

Kamala Elementary School

Project Scope of Work

This proposal sets forth the intent to design and deliver a customized professional learning session(virtual) with a focus on continuous design, implementation and evaluation support of Professional Learning Communities for the Kamala administration (principal, assistant principal, etc) and the school level Instructional Leadership Team (ILT). The learning design emphasizes a targeted knowledge and skill development with a focus on implementation, reflection and improvement cycles. The proposal is predicated on providing knowledge/skill building through coaching, strategy development, knowledge/skill building sessions and instructional power planning days.

Project Outcomes

- Increase administration, instructional leadership team and teacher capacity to plan, implement and evaluate school-wide systems, structures and practices utilizing the Professional Learning Community School Improvement Model
 - Building knowledge and skill capacity would mean that participants will build an application level of understanding regarding the purpose and practices of Professional Learning Communities (PLC) while integrating core concepts into critical aspects of their work such as lesson design, professional development and observation/feedback cycles
- Develop the Instructional Leadership Team's capacity to lead/co-lead school-wide improvement efforts at their grade/department level guided by the 4 Critical Questions and focused on the following:
 - Q1- What knowledge, skill and dispositions should every student acquire as a result of a unit, lesson, course or grade level?
 - Prioritizing Essential Standards (knowledge and skills)
 - Identifying Learning Targets
 - Q2- How will we know when each student has acquired the essential knowledge and skills?
 - Creating Common Formative Assessments
 - Building Data Literacy - Analyzing Assessment Data
 - Q3-How will we respond when students do not learn?
 - Analyzing instructional strategies/Reviewing Assessments
 - Planning Classroom Interventions/Utilizing a System of Support
 - Q4-How will we extend learning for students who are proficient?
 - Planning aligned extension and enrichment activities





Execute. Equity. Excellence.

Proposed Project Schedule

- Project will be conducted approximately August 2023-June 2024

Investment and Payment Terms

Activity	Investment
<ul style="list-style-type: none"> • Virtual Coaching Sessions <ul style="list-style-type: none"> ○ (5 one hour sessions per administrator) ○ focused on continuous PLC planning, design, implementation and evaluation 	<ul style="list-style-type: none"> • \$4000
<ul style="list-style-type: none"> • Strategy & Accountability Sessions <ul style="list-style-type: none"> ○ (11 two hour sessions-in person/virtual TBD) ○ focused on designing, implementing and evaluating.. <ul style="list-style-type: none"> ■ Observation & Feedback Cycles ■ 3 Week Cycle Design & Development ■ Tuesday/Wednesday Skillshops ■ Coaching sessions for principal/asst principal 	<ul style="list-style-type: none"> • \$8800
<ul style="list-style-type: none"> • Professional Learning Sessions <ul style="list-style-type: none"> ○ 3 PL sessions ○ 4 Power Planning Session ○ Focused on PLC knowledge and skill building 	<ul style="list-style-type: none"> • \$19,500 • \$26K
Total Investment	\$ 58,300

Investment & Payment Terms con't:

All sessions:

- Will be billed per session and/or as aggregate
- will be scheduled as a part of planning consultation session
- to be scheduled and invoiced as per schedule
 - Sessions scheduled but not completed will be invoiced at total session investment
 - Professional Learning Sessions must be canceled/rescheduled with 30 day notice
 - Strategy & Accountability Sessions must be canceled/rescheduled with 14 day notice
 - Virtual Coaching Sessions must be canceled/rescheduled with 7 day notice



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-107 – Art Trek, Inc. (Fox/Anguiano)

Art Trek, Inc. will provide art lessons to students at Chavez School during the 2023-2024 school year.

Term of Agreement: September 7, 2023 through June 30, 2024

FISCAL IMPACT:

Not to Exceed \$31,112.50 – Title 1

RECOMMENDATION:

It is the recommendation of the Principal, Chavez School, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-107 with Art Trek, Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-107, Art Trek, Inc. \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



ART TREK, INC.

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

2023-2024 PROPOSAL FOR SITE INSTRUCTIONAL SERVICES CHAVEZ ELEMENTARY 10 ART JOURNAL CLASSES

This proposal for Instructional Services between Chavez Elementary School with its address at 301 N. Marquita St., Oxnard, CA, 93030 and Art Trek, with its principal office at 703 Rancho Conejo Blvd. Newbury Park, CA 91320.

Chavez Elementary finds that Art Trek is willing to perform certain work described in accordance with the provisions of this proposal. In consideration of this mutual proposal set forth herein and intending to be legally bound, the parties hereto agree as follows:

TERM of SERVICES for four weeks of art lessons

ART TREK shall provide the following services to your school:

- Art Trek Site Instructors for 10 art lessons K-8th grades throughout the year
These classes will be on site for a total of 32.75 hours per lesson.
- Materials included

PAYMENT: Art Trek will be paid as follows:

Art Trek shall be paid for the number of hours on campus per lesson. Total number of hours per lesson equals 32.75.(to be adjusted with any changes made at the start of the school year.)

- **Program Fee:** To be paid for the number of hours @ \$ 95.00 per hour

32.75 hours per lesson x \$95 per hour = \$3111.25 per lesson

TOTAL: \$3111.25 per lesson x 10 lessons= \$31,112.50

INVOICING

An invoice will be mailed monthly for payment. Payment is due upon receipt.

This proposal 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.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-108 – Woodman Ink (Fox/Shea)

To communicate the Oxnard Empowers Strategic plan and related strategies, Woodman Ink will provide communication services to share updates with the OSD community including but not limited to the strategic plan, migration to parent square, monthly newsletters, and updates to OSD's communication systems.

Term of Agreement: September 7, 2023 through June 30, 2024

FISCAL IMPACT:

Not to Exceed: \$29,100.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-108 with Woodman Ink.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-108, Woodman Ink \(15 Pages\)](#)
[Proposal \(2 Pages\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the “Agreement”) is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as “District”) and _____, (hereinafter referred to as “Provider.”)

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on “Statement of Work” which is attached hereto and incorporated herein by this reference (“Services”).
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

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

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. NON-EXCLUSIVITY.

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. SERVICES. Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

Provider, at Provider's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. TIME OF PERFORMANCE. The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

[Note: California Education Code section 17596 limits continuing contracts; contracts for work or services, or for apparatus or equipment, not to exceed five years; for materials or supplies, not to exceed three years.]

6. PAYMENT AND EXPENSES. All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

Any and all subcontractors hired by Provider in connection with the Services described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

NOT APPLICABLE

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the

NOT APPLICABLE

- e. Other Coverage as Dictated by the District. Provider shall procure and maintain, during the term of this Agreement, the following other Insurance coverage:

	Each Occurrence	Aggregate
<input type="checkbox"/> Abuse and Molestation	\$ 2,000,000.00	\$4,000,000.00
<input type="checkbox"/> Pollution Liability	\$ 1,000,000.00	\$ 2,000,000.00
<input type="checkbox"/> Cyber Liability	\$ 5,000,000.00	
<input type="checkbox"/> Other: _____	\$ _____	\$ _____

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding
20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT
District

Provider

By: _____
Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices to be submitted monthly to jorejel@oxnardsd.org, gshea@oxnardsd.org, and accountspayable@oxnardsd.org

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2023

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

Oxnard School District

Proposed Communication Contract / July 31, 2023 – June 30, 2024

Newsletters / Press Releases / ParentSquare Focus

by contractor: woodman ink / Belmont / CA 94002

OVERVIEW

In an effort to improve communication with a variety of stakeholders, Oxnard School District (OSD) is interested in development of a robust Community Communications Plan, which would include: 1) a monthly one-sheet newsletter (highlighting district and site-wide positive announcements) AND a “year-in-review” anthology in June – to mirror the one completed this June 2023; and 2) development of press releases on new awards / grants and achievements from the district; and 3) support the migration and adoption of the new communication portal: ParentSquare. Communications support would include outreach to parents, teachers and OSD staff to help with a smooth transition to the new platform.

GOALS

1. Continue a districtwide (monthly) e-newsletter – with input from the district’s communication team and site-based administrators – that highlights the positive work, announcements and news from around the district; examples: Superintendent Fellows, wellness grants, safety initiatives, etc.
2. Draft press releases, as needed, on exciting news and accomplishments from the district; examples include: teaching awards, new grants, 1-year reflection on the strategic plan
3. Continue to support the district in implementing ParentSquare in the new school year (starting in July 2023). This would include proposed teacher training materials, copy points, parental support and a style guide.

POTENTIAL SCOPE OF WORK

After collaborating with the district on a small, trial contract, Amy Woodman would be the lead communications contractor to complete the following projects / and an estimate of hours for each component:

** After the initial ('23 - '24) project has commenced, Oxnard School District may want to add other projects or adjust the priorities based on the feedback received.*

“OSD One Stop” (1-pg) Electronic Newsletter

- Calendar: Develop a calendar of topics for the 2023 / 2024 school year
- Monthly Electronic Newsletter, 1-sheet: (August '23 – June '24) draft, design and edit a condensed electronic News Alert that provides an update on activities around the district for that month. (*potential topics: back-to-school celebrations (Aug.) / 9-11 memorials (Sept.) / etc.*)

Monthly E-Newsletter: Up to 10 hours/\$1,000 (per month)* x 12 months = \$12,000

June 2024 “Brag Book” Year-in-Review

- Multi-page piece (up to 10 pgs), printed and bound, capturing some of the great achievements from around the district & schools throughout the school year.

June 2024: Year-in-Review (write, design / one-time fee) up to 15 hours = \$1,500

Press Releases

- Work with the OSD Communication team to create press releases on exciting news from the district: topics may include grants, awards and recognition. Work with OSD to distribute the release to local media, stakeholders, staff and parents – via the online newsletter.

Up to 4 hours/ \$400 (per month)* 12 months x \$400 = \$4,800

ParentSquare (Transition & Training)

○ Assist in the continued “rollout” (July 2023) and implementation of a district-wide platform for school-to-home communications (ParentSquare) – creating a vibrant school community. Provide support as needed with the communication platform rollout, especially in July / August, including:

- Teacher Trainings
- Parent FAQs
- Videos on Top 5 “How Tos”

Up to 5 hours/\$500 (per month)* 12 mos x \$500 = \$6,000

Account Management: Overall Planning / Meetings / Coordination

○ Participate in weekly or (bi-monthly) Comms. team meetings – providing an agenda, follow up notes to all participants.

Up to 4 hours/\$400 (per month)* 12 mos x \$400 = \$4,800

STAFFING

The Oxnard School District Communications Contract will be handled by Amy Woodman, a PR professional with over 20 years of experience in the fields of education, public health and technology. After founding woodman ink in 2010, Amy has worked with the Escalon Unified School District (EUSD), Marshall B. Ketchum University and helped to launch the Umergency app – a phone app to connect college students with their guardians in times of emergencies. Amy will be supported by Trinette Marquis who regularly leads workshops for school public relations professionals and educators on communications, marketing, and strategic planning. Trinette is the point person on all crisis communications related to the district and the 20 schools in Oxnard (under a separate contract). She is accredited through the Public Relations Society of America and a past president of the California School Public Relations Association.

PRICING

The PR staffing hourly rate is \$100 an hour. The amounts provided in this proposal are estimated ranges (for the 2023 / 2024 school year; July 31, 2023 – June 30, 2024) and total **\$29,100**. If the work requires less time than expected, Oxnard School District will only be charged for the necessary hours. If the project needs more hours than expected, Oxnard School District will be consulted for their preference to change the scope of the work or to add additional hours. Monthly invoices will be submitted for review and payment.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-109 – Beyond Us Consulting (Fox)

Beyond Us Consulting will provide Principal Development Coaching and Support Services during the 2023-2024 school year.

Term of Agreement: September 7, 2023 through June 30, 2024

FISCAL IMPACT:

Not to Exceed: \$50,000.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-109 with Beyond Us Consulting.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-109, Beyond Us Consulting \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date

**PROPOSAL BETWEEN
TAMMY SMITH, BEYOND US CONSULTING
AND
OXNARD SCHOOL DISTRICT
FOR PRINCIPAL DEVELOPMENT COACHING AND SUPPORT**

The scope of this document is to define the roles and responsibilities of Tammy Smith, Beyond Us Consulting, in supporting Principals in Leadership Development and creating and maintaining systems for effective administration at the school sites. The purpose is to train and lead Principals in improving teacher performance and increase student achievement at their schools.

This serves as a Proposal that the **Oxnard School District** and Tammy Smith, Beyond Us Consulting, will work together toward promoting quality coaching for site administrators. Each agency, according to its defined role, agrees to participate in coordinating, providing, and financing the following services for the purpose of this proposal.

Tammy Smith, Beyond Us Consulting, agrees to:

- a. Coach administrators in setting organizational systems in place.
- b. Support administrators in prioritizing and scheduling the scope of work to be completed.
- c. Guide the process of calendaring outcomes, choosing common formative assessments, aligning STMath, Lexia, and Zearn to the outcomes for the school year.
- d. Guide the sites in setting up effective progress monitoring cycles, using the assessments from the calendared outcomes as the data piece.
- e. Ensure staff meeting agendas prioritize instruction, setting up a schedule that drives collaboration and progress monitoring.
- f. Assist Site administrators in their instructional focus and theory of action for improvement.
- g. Charge Oxnard School District as follows:
 - i. Weekly Zoom Administrative Coaching and Consultation-\$135. hourly
 - ii. Three Weeks of on-Site Coaching, Collaboration and Feedback- \$850 daily plus travel.
 - iii. Planning, Design and Development of Site Plans for Student Achievement-\$135. hourly
- h. Establish a calendar of zoom coaching and in person observations and feedback in partnership with OSD
- i. Maintain insurance coverage that meets the requirements of Oxnard School District.
- j. Total program costs for Site Administration Coaching and design not to exceed \$43,000 and travel and material costs not to exceed \$7,000 in reimbursement for a total of \$50,000.

2. **Oxnard School District agrees to:**

- a. Provide site administrators with guidance and clarification of mentoring to be provided for Tammy Smith.
- b. Provide access to site data in order to guide administrators in purposeful planning to improve teacher performance and improve student achievement.
- c. Pay Tammy Smith, Beyond Us Consulting, for services and travel three times annually.

Tammy Smith, Beyond Us Consulting shall monitor this Agreement to oversee implementation of Principal Coaching and Consultation. The term of the Proposal is September 7, 2023 through June 30, 2024.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-115 – 3E Consulting Group, LLC (Fox)

Daryton Ramsey of 3E Consulting Group, LLC will design and deliver customized professional learning (in-person/virtual) to build the instructional leadership capacity of district/site-level administrators, teacher leadership, and/or classroom teachers. The proposal is predicated upon providing high involvement, consistent contact, and targeted support on the front end of the professional learning engagement process to build instructional leadership capabilities to transform staff and student learning outcomes.

Term of Agreement: September 7, 2023 through June 30, 2026

FISCAL IMPACT:

Not to exceed \$414,000.00 (\$138,000.00 per year) – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-115 with 3E Consulting Group, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-115, 3E Consulting Group, LLC \(4 Pages\)](#)
[Proposal \(3 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service Hour(s) of Service Location

Fees

Compensation for Services \$ _____
Other Ancillary Cost, as applicable \$ _____
Total not to Exceed \$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



Project Partner

Oxnard School District

Project Scope of Work- This proposal sets forth the intent to design/deliver customized professional learning (in-person/virtual) with a focus toward building the instructional leadership capacity of district/site level administrators, teacher leadership and/or classroom teachers. The proposal is predicated upon providing high involvement, consistent contact and targeted support on the front end of the professional learning engagement process as a means of building the instructional leadership capabilities with the goal of transforming staff and student learning outcomes.

Moreover, the professional learning will include the integration of PLC school improvement practices, continuous improvement models and ESSA accountability (CSI, TSI, ATSI) expectations (federal/state), requirements, tools and templates. This customized professional learning is based on the research work of multiple scholar practitioners/experts such as Laurie Olsen, Rachel Curtis, Richard Elmore, Dr. Elizabeth City, Django Paris, Anthony Bryk, Tom Many and Robert Marzano. Instructional leaders will be impactfully equipped to design/align their work while creating the conditions for high quality equitable learning experiences and outcomes for their school community, staff and students.

Project Outcome(s), Activities & Deliverables

Instructional Leaders will...

- increase their knowledge of transformational school improvement systems and
- be able to plan, implement, monitor, evaluate and continuously improve their Professional Learning Community policies, practices and staff/student outcomes

Y1 Project Activity	Y1 Deliverable
<ul style="list-style-type: none"> • 2 Days Professional Learning per month 	<ul style="list-style-type: none"> • Professional Session Resources
<ul style="list-style-type: none"> • 1:1 PLC Strategy & Support Sessions 	<ul style="list-style-type: none"> • PLC Implementation Plan

Y2 Project Activity	Y2 Deliverable
<ul style="list-style-type: none"> • 2 Days Professional Learning per month 	<ul style="list-style-type: none"> • Professional Session Resources
<ul style="list-style-type: none"> • 1:1 PLC Strategy & Support Sessions 	<ul style="list-style-type: none"> • PLC Implementation Plan

Y3 Project Activity	Y3 Deliverable
<ul style="list-style-type: none"> • 2 Days Professional Learning per month 	<ul style="list-style-type: none"> • Professional Session Resources
<ul style="list-style-type: none"> • 1:1 PLC Strategy & Support Sessions 	<ul style="list-style-type: none"> • PLC Implementation Plan



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Project Schedule

- Project will be conducted approximately August-June for the school years of 2023, 2024 and 2025

Project Overarching Design

- Instructional leaders will be organized into capacity building networks of 4-5 instructional leaders
- Each session will include the following content (*not limited to*):
 - ESSA Accountability Requirements (state/federal, eg..CSI, TSI, ATSI)
 - Professional Learning Communities & High Reliability Frameworks
 - Improvement & Implementation Science, Systems Thinking & Equity Design
- Each network will engage in reflective learning through knowledge/skill building targeted toward effective implementation and evaluation within a Plan, Do, Study & Act improvement model

Instructional Leadership Institute Scope & Sequence (*high-level view*)

Year 1

NOTE:

- Year 2/Year 3 will follow scope and sequence with assistant principals, teacher leaders and culture/instruction leaders
- Scope & Sequence will serve only as a guide and will be adjusted to real time need, interest and evidence of work production

Session 1: Learning & Leveraging the PLC School Improvement Model

- PLC as a School Improvement Model
- PLC “Doing“ Culture and Structure beyond knowing
- PDSA - Next Level of Work
 - Data Driven Instruction / Observation Feedback Cycle Implementation

Session 2: PLC & Data Integration

- Developing a Results Orientation
- PDSA - Next Level of Work (ongoing)
 - Data Driven Instruction / Observation Feedback Cycle Implementation

Session 3: Building Learning Systems and Structures

- Developing A Focus on Learning
- PDSA - Next Level of Work
 - Data Driven Instruction / Observation Feedback Cycle Implementation

Session 4: Systematizing Collaboration>PLC System Planning, Integration & Implementation (*PDSA - Next Level of Work*)

- Building a school-wide collaborative culture and structure
- Developing impactful and accountable collaboration teams
- Identifying and Designing PLC Context & Culture
 - Data Driven Instruction / Observation Feedback Cycle Implementation, Evaluation
 - PDSA - Next Level of Work (forward reflection)

Investment Terms



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Professional Learning Target Group & Year	Activity	Investment		
Year 1 will primarily target principal/instructional leadership <i>(district level administrators could also participate)</i>	<ul style="list-style-type: none"> 4 two day Professional Learning Sessions (4 hr) 1 monthly (1hr) PLC Strategy & Support Sessions(PLCSS) per site administrator(s) 	PL Sessions		Investment
		8 Professional Learning Sessions x (\$5000)	\$40K	
		PLCSS Sessions		Investment
		1 individual sessions per month/per principal (\$400) <ul style="list-style-type: none"> AUG, SEPT, OCT , NOV, DEC, JAN, FEB, MAR, APR, MAY, JUN 	\$88K	
Years 2 & 3 will target school level instructional leadership teams/site level administrators <i>(eg., assistant principals, deans, teacher leadership etc)</i>				
<i>(Session design and participants can be customized based on need, context etc.)</i>	Total Investment <i>(per year)</i>	2023-24	2024-25	2025-26
		\$138K	\$138K	\$138K
		<i>(Travel included)</i>		

Investment Terms con't:

Professional Learning Sessions:

- PL session will be scheduled as a part of planning consultation session
- All Sessions to be scheduled and invoiced as per schedule
 - Sessions scheduled but not completed will be invoiced at total session investment
 - Sessions must be canceled/rescheduled with 72 hour notice

PLC Strategy & Support Sessions

- PLCSS sessions will be billed per session or as aggregate
- Sessions to be scheduled and invoiced as per schedule/ principal
 - Sessions scheduled but not completed will be invoiced at total session investment
 - Sessions must be canceled and rescheduled with 72 hour notice



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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-116 – Ballet Nepantla (Fox/Shea)

Ballet Nepantla will provide performances of Mistica and post show Q&A, and a master class with students and families in the Oxnard School District through the Expanded Learning Opportunity Program. Ballet Nepantla pushes creative boundaries and examines the cultural, historical, and political identities of being Mexican, being American, and artistic production while living in both worlds.

Dates of Services: September 27 & 28, 2023

FISCAL IMPACT:

Not to exceed \$16,000.00 – Expanded Learning Opportunity Grant

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-116 with Ballet Nepantla.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-116, Ballet Nepantla \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date



**Ballet Nepantla/
Oxnard School District
PROPOSAL**

Ballet Nepantla is an initiative of the
Edinburg Dance Theatre: EIN 20-2105969

ARTIST/PERFORMANCE:

BALLET NEPANTLA is a New York City-based professional company that partners with the Edinburg Dance Theatre, a nonprofit organization based in Edinburg, TX. Founded and directed by South Texas native ANDREA GUAJARDO, Ballet Nepantla fuses classical and contemporary ballet with Mexican folklórico. Through innovative choreography and harnessing the musical richness of traditional narratives, Nepantla will perform *Mística* a story ballet that honors the dead.

Mística tells stories of the ancients through new choreographic renditions of El Venado, Viejitos, and other traditional favorites. New stories also emerge, performed in black light, as the dead come back to life in celebratory fashion.

Ballet Nepantla’s choreography employs a fusion style of storytelling, where Mexican folklórico, classical ballet, and contemporary dance come together to create an emerging genre. *Mística* honors our ancestors, and the dead take the stage as the centerpiece of the show. Performed in blacklight, *Mística* ignites the senses and accentuates the evocative beauty of Día de Muertos.

DATES OF ENGAGEMENT	September 27 & 28, 2023; Master class on one of the two dates; Q&A after shows
EVENT	<i>Mística</i> , a Ballet Nepantla performance
VENUE/CITY	Oxnard, California
DELIVERABLES	Ballet Nepantla will deliver the following: <ol style="list-style-type: none"> 1. Master dance class with students/staff/community of Oxnard School District 2. Two performances of <i>Mística</i> 3. Question & Answer session with OSD students and community after the performances
LENGTH OF SHOW/Q&A	85 minutes
TIMES	load in & sound check: 6 hours before show time
SHOW TIMES	Dates TBD
BILLING INFORMATION	EDT will invoice OSD, post-performance.
INSURANCE	EDT provides Certificate of Insurance to OSD
PAYMENT TERMS	\$8,000 per performance (all inclusive), master class, post-show Q&A sessions
CANCELLATION	In the event of cancellation due to do COVID-19 or a natural disaster, either party may cancel. A portion of hard cost incurred up to the cancellation date, which may include flights, ground transportation, hotel, and meals, will be deducted from the payment, with the remainder returned upon request.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-117, Ventura County Public Health (Fox/Nocero)

Ventura County Public Health (VCPH) will provide free nutrition education and health promotion services for children and families at various Oxnard School District sites, either in person, or through virtual platform, as VCPH staffing and program resources permit for the 2023-2024 school year.

Term of Agreement: September 7, 2023 through June 30, 2024

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-117 with Ventura County Public Health.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-117, Ventura County Public Health \(4 Pages\)](#)
[Proposal Letter \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date

August 24, 2023

Liza Franz
Oxnard School District
1051 South A Street
Oxnard, CA 93030

Dear Ms. Franz:

RE: Collaborative Proposal with the Oxnard School District (OSD).

Ventura County Public Health (VCPH) would like to provide free nutrition education and health promotion services for children, youth, and families at various Oxnard School District (OSD) sites either in person or through virtual platforms, as VCPH staffing and program resources permit. The purpose of this letter is to propose a collaborative working relationship between VCPH and OSD.

If agreed, the following on-site and/or virtual education services will be provided by the Nutrition Education and Obesity Prevention Program (NEOP) and Chronic Disease Prevention Program (CDPP) staff to students, parents, and residents. The services outlined below would be provided at no charge to either party:

- Nutrition education workshops
- Recipe and cooking demonstrations
- Physical activity demonstrations, resources, and materials
- Garden-based nutrition education with cooking demonstrations
- Technical assistance and resources to initiate parent walking clubs
- Technical assistance, training, and supplies to establish school vegetable gardens.
- Get Fit Zumba® classes for adults, as feasible.
- Active Living with Chronic Conditions workshops (English/Spanish)
- Active Living with Type 2 Diabetes workshops (English/Spanish)

Oxnard School District would be responsible for the overall management, operations, and safety in OSD facilities, including janitorial-related services as they relate to the delivery of these activities/services, and for promoting all activities and services outlined above offered to OSD students, parents, and area residents.

If you have any questions regarding this proposal, please contact Silvia Lopez-Navarro at (805) 981-6658.

Sincerely,

Silvia Lopez-Navarro, MPH, RDN
Sr. Program Administrator

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-118 – Sterling Venue Ventures, LLC (Fox/Shea)

Rental fees for use of Oxnard Performing Arts Center Theater for Ballet Nepantla to be held on September 27 & 28, 2023.

FISCAL IMPACT:

Not to exceed \$13,000.00 – ELOP Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-118 with Sterling Venue Ventures, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-118, Sterling Venue Ventures, LLC \(4 Pages\)](#)
[Proposal \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

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Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

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Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
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Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

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Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date

Oxnard PAC - 2023 Rental Agreement

STERLING VENUE VENTURES @ Oxnard PAC

Calendar Contract For:				
Event Name	Date	Day	Time In:	1pm
Ballet Nepantia	September 27th & 28th	Wednesday, Thursday	Time Out:	11pm
Company Name:		Contact:		
Oxnard School District		Judith Orejel (805) 385-1501 Ext 2324		
Event Description		Event Type:		
Ballet		Ballet		
Attendance		Ticketed		
1600		yes		

Fee Schedule	Rate:	Additional Notes:	Total:
Rental License Fee	\$6,500	Price per day	\$13,000
Facilities		FEES USED	\$ -
Building Overtime (After 10 Hrs) @ \$250/Hr.			\$ -
VIP Room Rental	\$0		\$ -
Bar Buyout	\$0		\$ -
Utilities	\$0	\$800	\$ -
Stage Power Disconnects	\$0		\$ -
Lighting			
Standard Conventional Lighting	\$0	\$ 2,500.00	
Full Pro Lights Package	\$0	\$ 3,500.00	\$ -
Audio			
THX Surround Sound	\$0		
Front of House (Main)	\$0	\$ 3,500.00	\$ -
On Stage Monitors	\$0	\$ 2,000.00	\$ -
Video Projection / Recording			
Video Projection Downstage Screen 42'x20'	\$0		
Video Projection Upstage Screen 16'x20'	\$0		
Christie Projector	\$0		
Cleaning			
Event Cleaning	\$0	\$ 800.00	\$ -
VIP Room Cleaning (If used for catering)	\$0		
Additional Trash Removal / Dumpster Rental	\$0		
Confetti Cleanup	\$0		
Miscellaneous			
Advertising	\$0	Ask for details	\$ 750.00
Parking Permits	\$0	Per event	\$ 500.00
Green Room Hospitality	\$0		\$ 500.00
Ticketing			
Music Lic ASCAP,BMI,SECAP,WMR	0%		\$ 2,000.00
Ticketing (Ticketmaster)	0%	Per guest at event	
Printing Fee	\$0	Printing	
Merchandise Split	0		

Event Cost: \$13,000

Theatre Staff

FOH- Required for all Events			Hours	# of Staff	Rate PTEB	
Ushers	1 per 75	Included	4	8	\$28.40	\$ -
Porter	1 ea	Included	flat rate	2	\$150.00	\$ -
Security	1 per 200	Included	4	4	\$68.16	\$ -
Box Office	1 per 500	Included	6	1	\$35.50	\$ -
Bathroom Attendants	2 ea	Included	flat rate	1	\$150.00	\$ -
FOH Manager	1 ea	Included	7	1	\$60.35	\$ -
Tech Production Manager	1 ea	Included	7	1	\$ 60.35	\$ -
Tech Staff (Tech Staff is billed at 8 hrs - OT is additional)*			7	3	\$46.15	0
StageHands & Loaders	as Needed		0			
OVERTIME			2	0	46.15	\$ -

Damage Deposit:	\$ -
Total Fees:	\$ 13,000.00
Deposit:	\$ 2,500.00
Payment:	
Due:	\$ 10,500.00

NOTE:

Sterling Venue Ventures, LLC

Client Signature

- * By signing this Agreement, you are agreeing and to ALL Terms and Conditions of the SVV / Oxnard PAC Contract.
- * Make all checks payable to: Sterling Venue Ventures, LLC

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section C: Enrichment Agreement

Ratification of Amendment #1 to Agreement #22-55 – Positive Adventures, LLC (Fox/Shea)

At the Board Meeting of August 3, 2022, the Board of Trustees approved Agreement #22-55 with Positive Adventures, in the amount of \$221,085.00, to provide an educational outdoor program for 5th grade students from 17 school sites during the period of August 4, 2022 through June 30, 2023.

Amendment #1, in the amount of \$12,211.00, is required due to additional costs incurred for staff, and reservation of the facility, when a trip had to be rescheduled due to rain, for a final agreement amount of \$233,296.00.

FISCAL IMPACT:

\$12,211.00 – ELOP Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #1 to Agreement #22-55 with Positive Adventures, LLC.

ADDITIONAL MATERIALS:

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

[Agreement #22-55, Positive Adventures, LLC \(10 Pages\)](#)

**Amendment #1 to Agreement #22-55 with
Positive Adventures
September 6, 2023**

At the Board Meeting of August 3, 2022, the Board of Trustees approved Agreement #22-55 with Positive Adventures, in the amount of \$221,085.00, to provide an educational outdoor program for 5th grade students from 17 school sites during the period of August 4, 2022 through June 30, 2023.

Amendment #1, in the amount of \$12,211.00, is required due to additional costs incurred for staff, and reservation of the facility, when a trip had to be rescheduled due to rain, for a final agreement amount of \$233,296.00.

Positive Adventures:

By: _____

Date: _____

Oxnard School District:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

Positive Adventures, LLC Services Agreement
Oxnard School District – 5th Grade Fall Outdoor Education – On Campus/Malibu, CA

This agreement (the "Agreement") is between *Positive Adventures, LLC* ("Outfitter") and *Oxnard School District* ("Client") and is effective as of the date of board approval by the Oxnard School District School Board of this Agreement ("Effective Date") who in consideration of the mutual agreements and covenants contained herein, and for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

Engagement. Client hereby engages Outfitter on an exclusive basis and Outfitter accepts engagement as an independent contractor to Client, pursuant to the terms set out in this Agreement.

Compensation. Client agrees to pay for services rendered under this Agreement in accordance with Exhibit A, plus all applicable state and local taxes that may be payable by Client, including but not limited to sales/use tax, excise tax and gross receipts tax.

Outfitter Services. Outfitter will provide an "Educational Outdoor Program" (the "Program") for the 5th grade class at seventeen (17) schools.

The Program includes various program components in Spring of 2023.

Spring 2023:

Day 1: One (1) session of on campus adventure team building and social emotional learning skill development. 2.5 hours in length.

Day 2: One (1) full day outdoor education trip at Camp Lawrence Daley at Mt. Crags & Camp Gilmore focused on 5th grade environmental science standards.

Cohorts: The cohorts consisting of 2-3 5th grade classes each, will participate in the program during the following dates and times:

Spring 2023 Dates:

Cohort	Max # Kids	On Campus	Start/End Times	Field Trip	Start/End Times	Schools Assigned
1		2/28/2023	TBD	3/1/2023	TBD	TBD(2 Schools Per Day)
2		3/2/2023	TBD	3/3/2023	TBD	TBD(2 Schools Per Day)
3		3/7/2023	TBD	3/8/2023	TBD	TBD(2 Schools Per Day)
4		3/9/2023	TBD	3/10/2023	TBD	TBD(2 Schools Per Day)
5		5/23/2023	TBD	5/24/2023	TBD	TBD(2 Schools Per Day)
6		5/25/2023	TBD	5/26/2023	TBD	TBD(2 Schools Per Day)
7		5/30/2023	TBD	5/31/2023	TBD	TBD(2 Schools Per Day)
8		6/1/2023	TBD	6/2/2023	TBD	TBD(2 Schools Per Day)

**** Rain makeup dates will be offered and scheduled by December of 2022.****

The Program is facilitated and instructed using experiential education methods, including, but not limited to:

- Experiential Leadership Development Experiences
- Team Building Activities Focused on Social and Emotional Learning
- Environmental Science Lesson Plans Focused on 5th Grade Science Standards (Ecosystems and Watersheds)

Location/Time: The location for the Program will be held at the following locations or an alternative location(s) mutually agreed by Outfitter and Client. The specific times of programming will be determined in the operations phase.

Team Building Day - On two (2) Designated School Campuses by Cohort

COPY

Field Trip Days - Camp Lawrence Daley at Mt. Crags & Camp Gilmore 26801 Dorothy Drive, Calabasas, CA 91302

Outfitter Responsibilities:

- Provide an experience-based program, as indicated above and below;
- Provide staff to student ratios for all activities that are in accordance with Positive Adventures' standards;
- Maintain current liability insurance, as indicated below;
- Information about the Program will be provided to the Client;
- Outfitter shall ensure that all of its staff that have contact with Client's students during the Program have satisfactorily passed a background check for criminal records, including sexual abuse and molestation, and completed a live scan biometric fingerprint screen;
- Outfitter shall have an emergency response plan in place for emergencies that may occur during the Program, including, but not limited to, natural disasters and medical emergencies. A document outlining Outfitter's emergency response plan will be provided to Client for review prior to the Program start date;
- Outfitter is responsible to safely secure and keep private all Personal Health Information provided by Client. In the event there is an accidental or intentional disclosure of the Personal Health Information in Outfitter's care, custody or control, Outfitter is responsible for all costs incurred (fines, penalties, defense, indemnification & remediation) as a direct result of such accidental or intentional disclosure;

Client and Program Participant Responsibilities:

- Provide at least eight (8) chaperones per school for the duration of the Program;
- Provide transportation and travel to and from the Program Location;
- Distribute to all Program participants and chaperones, and collect from all Program participants and chaperones, signed Participant Program Information (including Medical History for and Release Form);
- Turn in completed outdoor education emergency forms separated into seven (7) Trail Groups per school containing up to 14 students and at least one (1) chaperone in each Trail Group no later than 14 days prior to the Program (the "Packet Due Date");
- Inform Program participants about the nature of Program;
- Client must notify Outfitter of the final number of Program participants two weeks prior to the program date
- Client will return the majority of the completed Program participant information, waivers and medical forms, to Outfitter by Packet Due Date, as well applicable information, waiver and medical forms required for Program chaperones. Client shall coordinate with Program participants in order to ensure the timely return of completed Program participant information, waivers and medical forms. It is understood and agreed by both Outfitter and Client that, due to late Program participant enrollment, several Program participant information, waiver and medical forms may be turned in after this due date. In order to give Outfitter adequate review time for any potential risk management issues, Client must provide Outfitter any and all late Program participant forms as soon as reasonably practical on Client's receipt of the late forms. Should late forms be flagged by Outfitter at Outfitter's sole discretion, Client agrees and accepts that there is the potential of delaying involvement of certain Program participants in the Program until the risk is mitigated and resolved to the reasonable satisfaction of Outfitter;
- When Client returns Program participant and/or Program chaperone information, waiver and/or medical forms after the Packet Due Date, it is understood and agreed by both Client and Outfitter that Outfitter may be unable to accommodate the medical needs and any individual needs of any and all Program participants or Program chaperones where forms are received late;
- Designate certain individuals and/or entities as "on-call personnel," who will be contacted by Outfitter in the event of an emergency or evacuation during the Program (the "On-Call Personnel"). By the Packet Due Date, Client will notify Outfitter of the designated On-Call Personnel, and provide Outfitter with the contact information and location of the On-Call Personnel;

Additional Responsibilities. Client and Outfitter each acknowledge and agree that additional responsibilities, in addition to those listed above, may be required of both Client and Outfitter before, during and after the Program. Similarly, certain responsibilities listed above may not apply to the current Program. In order to effectuate the intent of this Agreement and to provide the Program as agreed, in the most efficient manner, Client and Outfitter each agree to comply with any and all reasonable requests related to the addition and/or removal of Client and/or Outfitter responsibilities. Should any of the responsibilities listed above with regard

to Outfitter or Client not apply or not be necessary to the current Program, either Outfitter or Client will advise the other party of such removal of responsibility as soon as practicable.

Medical Form & Waiver. Program Paperwork including waivers and medical forms may be available to the Client in digital form. Digital outdoor education forms must be completed fourteen (14) days prior to the Program (the "Packet Due Date").

Mail All Program Participant and Program Chaperone Medical Forms and Waivers Using a Tracked Carrier To:
Positive Adventures, LLC
Attention: Outdoor Education Department
4907 Morena Blvd, Suite 1401
San Diego, CA 92117

Compensation: Client agrees to pay the fees to Outfitter as provided on Exhibit A attached hereto and incorporated herein.

Emergency Contact: Outfitter's emergency contact number is 858-239-4400. Client will provide emergency contact phone number(s) for its On-Call Personnel to Outfitter by the Packet Due Date.

Cancellation: In the sole discretion of Outfitter, Outfitter reserves the right to substitute Program offerings, venues, or activities due to weather, natural disasters, Program participant and/or Client readiness, or any and all other unforeseen circumstances including Force Majeure. In the event the Program is canceled for reasons listed above or otherwise, Outfitter and Client agree to reschedule the Program for a mutually agreeable date and time within six (6) months of the originally scheduled Program rather than cancel the Program. Client acknowledges and agrees that Outfitter incurs an increasing amount of expenses as the scheduled Program approaches, including expenditures related to business overhead, regardless of whether the Program takes place. If prior to cancellation Outfitter incurs any non-refundable expenditures, a rescheduling fee will apply.

Client and Outfitter agree to the following refund schedule if either party cancels or postpones the scheduled Program and/or Program service including due to Force Majeure:

- 50% of the First Deposit is non-refundable and non-transferable to a future program.
- Any cancellation of the Program more than thirty (30) days before the Program start date, and where the Program is not timely rescheduled, the Outfitter will retain the First Deposit and any additional charges incurred by Outfitter related to the additions and/or changes made to the Program by Client.
- In the event the Program is canceled with less than thirty (30) days' notice and not timely rescheduled, Client must pay the total Program fee, including any additional charges incurred by Outfitter related to the additions and/or changes made to the Program by Client.

Authority. Outfitter provides the Services as an independent contractor. Notwithstanding anything to the contrary in this Agreement, neither Client nor Outfitter may bind the other in any way, whether orally or in writing. The parties acknowledge that neither Outfitter nor any agent, employee, officer, representative or independent contractor of or retained by Outfitter is or may be deemed to be an employee, partner, joint venturer or agent of or with Client by reason of this Agreement.

Other Vendors. Client agrees that Outfitter may arrange for independent contractors and third-party vendors to provide certain services to Client. While Outfitter ensures that all Outfitter staff that are brought into contact with Client's students during the Program will have satisfactorily passed a background check for criminal records, including sexual abuse and molestation, and completed a live scan biometric fingerprint screen, Outfitter does not represent, and Client expressly acknowledges, that any and all independent contractors and/or third party vendors brought by Outfitter into contact with the Client will have satisfactorily passed a background check for criminal records including sexual abuse and molestation or completed a live scan biometric fingerprint screen.

Confidentiality. From time to time during the Term of this Agreement, either party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party") information about its business affairs, products/services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as

"confidential" (collectively, "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Party or any of its directors, officers, employees, agents, advisors or consultants ("Representatives"); (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its Representatives prior to being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.

The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Section caused by any of its Representatives. On the expiration or termination of this Agreement, the Receiving Party shall promptly return, and shall require its Representatives to return to the Disclosing Party all copies, whether in written, electronic or other form or media, the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition to all other remedies available at law, the Disclosing Party may seek equitable relief against the Receiving Party and its Representatives to prevent the breach or threatened breach of this Section. The terms of this Agreement are in addition to the terms of any separate non-disclosure agreement in effect between the parties, and in the event of any inconsistency between the terms of such agreements, those terms which are most protective of the Confidential Information shall prevail.

Insurance and Indemnification. Client will fully defend, indemnify, and hold harmless (collectively "indemnify" and "indemnification") Outfitter and its directors, officers, employees, agents, and any and all affiliates (collectively, "Indemnified Parties") from and against all third-party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and costs), arising out of or relating to the Program, in each case whether or not caused by the negligence of Outfitter or any other Indemnified Party and whether or not the relevant claim has merit, except for third party claims that directly arise out of Program Services that are staffed, supervised, or controlled directly and solely by Outfitter.

Outfitter will fully defend, indemnify, and hold harmless (collectively "indemnify" and "indemnification") Client and its directors, officers, employees, agents, and any and all affiliates (collectively, "Indemnified Parties") from and against all third-party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and costs) directly caused by the negligence of Outfitter and whether or not the relevant claim has merit, except for claims that arise out of Program services that are staffed, supervised or controlled by Client or where Outfitter personnel are not present or responsible for Client (i.e. free time, after 10 pm, overnight, and morning before 9 am).

Insurance.

- Ten (10) days prior to the start of Program, certificates of insurance evidencing the following will be provided by each respective party to the other, and shall evidence the continuous and uninterrupted insurance coverage throughout the term of the Program(s). Both parties shall list the other as an "additional insured," including a mutual waiver of subrogation unless specifically modified below.
- All insurance policies to be written on an "occurrence form."
- Each insurance policy shall name the respective party as an additional insured, with the exception of the workers compensation policy, which will provide evidence of the coverage.
- Insurance carriers shall be California admitted and rated by the most current edition of AM Best at least A- / IX.
- Commercial General Liability insurance policy limits must be at least \$2 Million each occurrence and \$4 Million annual aggregate, and must cover all activities, programs, products, and completed operations of the insured. There must be no exclusion for sexual abuse or molestation. Policy limits for sexual abuse and molestation will meet all district requirements.

- Commercial Automobile insurance policy with a minimum limit of \$1 Million combined single limit.
- Evidence of California Workers' Compensation insurance coverage, including a waiver of subrogation in favor of Client is also required. Outfitter shall also require all of its subcontractors, vendors, independent contractors to maintain the same types and limits and extensions of insurance required of Outfitter under this contract.
- Copies of insurance policies may be requested by either party.
- No insurance policy may be cancelled without thirty (30) days' prior written notice to the other party to this Agreement.
- Since it is believed to be a responsibility of participants, Outfitter does not provide health, medical, dental, vision, or accident insurance to cover Program participants. Program participants who are not covered by other policies are encouraged to purchase trip insurance for the duration of the Program.

Permits/Licenses. Outfitter agrees to secure and maintain in force all permits and licenses required by law for the provision of the services in the Agreement.

Affirmative Action Employment. Outfitter and Client agree not to engage in unlawful discrimination or harassment in employment of persons of any protected class.

Warranties and Disclaimer. OUTFITTER PROVIDES THE SERVICES "AS-IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED. OUTFITTER DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE, VALIDITY, ACCURACY, OR RELIABILITY OF THE SERVICES, OR THAT THE SERVICES WILL YIELD ANY PARTICULAR RESULT. Client represents and warrants that all Confidential Information provided by Client to Outfitter in connection with the Services are owned by Client and Outfitter's use of Confidential Information will not violate or infringe upon the intellectual property or proprietary rights of any third party or violate any law, rule or regulation.

Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT WILL OUTFITTER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE). IN NO EVENT WILL OUTFITTER'S LIABILITY TO CLIENT OR ANY THIRD PARTY EXCEED (IN THE AGGREGATE) THE AMOUNT PAID BY CLIENT TO OUTFITTER FOR SERVICES RENDERED.

Governing Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of California.

Venue and Jurisdiction. All actions and proceedings arising in connection with this Agreement must be tried and litigated exclusively in the state and federal courts located in San Diego County, California. Prior to litigating or formally arbitrating any dispute arising out of this Agreement, Outfitter and Client agree to first meet and confer within seven (7) day of receiving notice of a dispute and work together to resolve the dispute informally. If such meet and confer efforts are not successful, the parties may mutually agree to submit any dispute arising out of this Agreement to mediation and proceed to arbitration or litigation only if mediation is unsuccessful.

Counterparts and Exhibits. This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one document. Signature pages to this Agreement may be delivered to a party by fax, pdf or similar electronic means and such pages shall constitute an original for all purposes under this Agreement. All exhibits attached to and referenced in this Agreement are incorporated into this Agreement.

Attorneys' Fees. The prevailing party(ies) in any litigation, arbitration, mediation, bankruptcy, insolvency or other proceeding ("Proceeding") relating to the enforcement or interpretation of this Agreement may recover from the non-prevailing party(ies) all costs, expenses, and reasonable attorney's fees (including expert witness fees and other reasonable fees and costs) relating to or arising out of (i) the Proceeding (whether or not the Proceeding proceeds to judgment), and (ii) any post-judgment or post-award proceedings, including, without limitation, one to enforce or collect any judgment or award resulting from the Proceeding and all

appeals. All such judgments and awards must contain a specific provision for the recovery of all such subsequently incurred costs, expenses, and actual attorneys' fees.

Modification. This Agreement may only be materially modified in a writing executed by both parties.

Headings. The paragraph headings in this Agreement: (i) are included only for convenience, (ii) do not in any manner modify or limit any of the provisions of this Agreement, and (iii) may not be used in the interpretation of this Agreement.

Prior Understandings. This Agreement and all documents specifically referred to and executed in connection with this Agreement: (i) contain the entire and final agreement of the parties to this Agreement with respect to the subject matter of this Agreement, and (ii) supersede all negotiations, stipulations, understandings, agreements, representations, and warranties, if any, with respect to such subject matter that precede the execution of this Agreement.

Partial Invalidity. Each provision of this Agreement is valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement (or the application of such provision to any person or circumstance) is or becomes invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected by such invalidity or unenforceability unless such provision or the application of such provision is essential to this Agreement.

Successors-in-Interest and Assigns. Outfitter may, without the consent of Client, assign this Agreement or delegate the performance of all or part of its obligations and duties hereunder, to an Affiliate of Outfitter. This Agreement may not be otherwise assigned without the written consent of both parties, which will not be unreasonably withheld. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under this Agreement on any person or party other than the parties hereto and their respective successors and assigns. As used herein, the term "Affiliate" shall mean any corporation or other business entity controlled by, controlling or under common control with such party.

Notices. Any Notice or other communication required under this Agreement ("Notice") must be in writing. Notice is duly given to another party upon: (i) hand delivery to the other party, (ii) receipt by the other party when sent by email to the address and number for such party set forth below (provided, however, that the Notice is not effective unless a duplicate copy of the email Notice is promptly given by one of the other methods permitted under this paragraph), (iii) three (3) business days after the Notice is deposited with the United States Postal Service as first-class, certified mail, return receipt requested, postage pre-paid, and addressed to the party as set forth below, or (iv) the next business day after the Notice is deposited with a reputable overnight delivery service, postage pre-paid, addressed to the party as set forth below with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider.

To Outfitter: Positive Adventures, LLC
 Attn: Positive Adventures CEO
 4907 Morena Blvd, Suite 1401
 San Diego, CA 92117
 ryan@positiveadventures.com

To Client: Oxnard School District
 Attn: Ginger Shea
 1051 South A Street
 Oxnard, CA 93030
 805-636-6705
 gshea@oxnardsd.org

Waiver. Any waiver of a default or provision under this Agreement must be in writing. No such waiver constitutes a waiver of any other default or provision concerning the same or any other provision of this Agreement. No delay or omission by a party in the exercise of any of its rights or remedies constitutes a waiver of (or otherwise impairs) such right or remedy. A consent to or approval of an act does not waive or render unnecessary the consent to or approval of any other or subsequent act.

Drafting Ambiguities. Each party to this Agreement has reviewed and revised this Agreement and has had the opportunity to have such party's legal counsel review and revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party or in favor of the party receiving a particular benefit under an agreement may not be employed in the interpretation of this Agreement or any amendment to this Agreement.

Third Party Beneficiaries. Nothing in this Agreement is intended to nor shall confer any rights or remedies on any person or entity other than the parties to this Agreement and their respective successors-in-interest and permitted assignees.

Force Majeure. The obligations of Outfitter hereunder shall be excused during any period of delay caused by matters such as strikes; acts of God; pandemics; epidemics; natural disasters including, but not limited to fires and floods; shortages of raw material or power; governmental actions or compliance with governmental requirements, whether voluntary or pursuant to order; or any other matter beyond the reasonable efforts of Outfitter to control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

[Continued on following page]

Signors are authorized by the parties to sign for the organizations:

For Positive Adventures, LLC:



Signature

Jered Cherry

Name

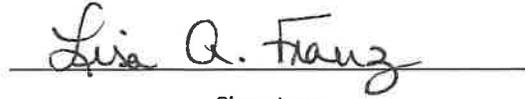
Managers Director

Title

8/30/2022

Date

For Oxnard School District:



Signature

Lisa A. Franz

Name

Director, Purchasing

Title

8-5-2022

Date

EXHIBIT A

Compensation:

Spring 2023 Programming

On-Campus Adventure Leadership and Team Building Days:

Client shall pay US \$48 per student, \$0 per chaperone for each Program. The minimum fee for this Program is US \$4,080.00 per school (85 students/8 chaperones) (the "Minimum Program Tuition"). \$48 each additional student and \$0 each additional chaperone.

Total Minimum On-Campus Adventure Leadership and Team Building Day Program Tuition based on 17 schools: \$69,360

Malibu Canyon Outdoor Environmental Science Day

Client shall pay US \$105 per student, \$0 per chaperone for each Program. The minimum fee for this Program is US \$8,925.00 per school (85 students, 8 chaperones) (the "Minimum Program Tuition"). \$105 each additional student and \$0 each additional chaperone.

Total Minimum Malibu Canyon Outdoor Environmental Science Day Program Tuition based on 17 schools: \$151,725

Minimum Program Tuition: Based on 17 schools Spring of 2023 programs is \$221,085. Final invoices for additional students will be submitted for payment within 14 days of each program.

Each additional student attending the programs over the 85 contract number will be billed at the additional price per student listed above.

If any additions or changes are made before or during the Program, and additional charges are incurred by Outfitter related to the additions and/or changes made to the Program, an invoice shall be provided by Outfitter to Client immediately after the Program (the "Additional Charges Invoice"). The Additional Charges Invoice provided after the Program, if applicable, will include costs associated with any and all additional Program participants over the required minimum, as well as any and all activity fees for any Program activities requested by Client that are above and beyond the scope of this Agreement. Where required by law, appropriate sales tax will be charged to taxable items.

Payment of the Additional Charges Invoice, if applicable, shall be due by Client within two weeks of the date of the Additional Charges Invoice.

Payment Schedule: A copy of this signed Agreement, received by Outfitter at the address listed above by no later than Two Weeks from Today shall reserve the Program dates and venue identified at the top this Agreement. Client agrees to pay a non-refundable deposit ("First Deposit") upon signing and agrees to the following payment schedule for each Program:

Deposit Type	Amount Due	Due Date
First Deposit/Payment	\$110,542.50	September 15th, 2022
Second Payment	\$110,542.50	June 15th, 2023
Total Payment	\$221,085.00	June 15th, 2023

Remit Payment to:

Positive Adventures, LLC
4907 Morena Blvd, Suite 1401
San Diego, CA 92117

Late Fee Penalty: If the total \$221,085.00 Minimum Program Tuition is not received by the balance due date indicated in the above payment schedule, a 18 percent (18%) annum, or the maximum allowed by law, late charge shall be added each week to the balance due until the full Minimum Program Tuition is received. If an Additional Charges Invoice is issued by Outfitter to Client, and the balance of the Additional Charges Invoice is not paid within two weeks of Client's receipt, an eighteen percent (18%) annum, or the maximum allowed by law, late charge will be added each week to the balance of the Additional Charges Invoice until the balance is paid.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement #22-85, STAR of CA, ERA Ed (DeGenna/Jefferson)

At the Board Meeting of August 24, 2022, the Board of Trustees approved Agreement #22-85 with STAR of Ca, ERA Ed, in the amount of \$2,000,000.00, to provide classroom support and 1:1 Behavioral Therapist to the Oxnard School District on an “as needed” basis.

Amendment #1, in the amount of \$500,000.00, is needed to close out the 2022-2023 fiscal year for a new total agreement amount of \$2,500,000.00.

FISCAL IMPACT:

Not to exceed \$500,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #22-85 with STAR of CA/ ERA Ed.

ADDITIONAL MATERIALS:

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

[Agreement #22-85, STAR of CA-ERA Ed \(11 Pages\)](#)

**Amendment #1 to Agreement #22-85 with
STAR of Ca, ERA Ed
September 6, 2023**

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Amendment #1, in the amount of \$500,000.00, is needed to close out the 2022-2023 fiscal year for a new total agreement amount of \$2,500,000.00.

STAR OF CA, ERA ED:

By: _____
Jeremy Hastings

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

OXNARD SCHOOL DISTRICT

AGREEMENT #22-85 FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 24th day of August 2022, by and between the OXNARD SCHOOL DISTRICT, located at 1051 S A St, Oxnard, CA 93030, hereinafter referred to as "District" and STAR of CA LLC (dba STAR of CA, and ERA Ed) located 4880 Market St, Ventura CA 93003, hereinafter referred to as "Provider/Consultant".

WITNESSETH:

WHEREAS, it is the desire of the Governing Board of the Oxnard School District to contract with professionally trained Consultant provide professional development workshops and consultation support to para-educators and teachers working with students with emotional and behavioral challenges. Professional development workshops and consultation support will focus on building para-educator and teacher capacity for implementing individualized and classroom wide behavioral strategies to help resolve challenging behaviors and teach alternative behaviors that promote student success. STAR OF CA will also provide direct behavioral support to identified students to help stabilize them in their current placement or assist with transitions. In addition, STAR OF CA will collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.

WHEREAS, Provider in consideration of the mutual promises of the parties hereto, the District hereby retains the Provider upon the terms and conditions hereinafter set forth, and the Consultant hereby accepts said retention and agrees to perform the services hereinafter mentioned, solely upon the following terms and conditions.

NOW THEREFORE, in consideration of the above facts and of the covenants and agreement contained herein, the parties hereto agree as follows:

1. **TERM OF AGREEMENT:** The term of this Agreement shall be for the period commencing

July 1, 2022 and terminating June 30, 2023

2. **SERVICES:** As directed by the District, Provider shall provide the services that are required by the District, including without implied limitation, the following: provide professional development workshops and consultation support to para-educators and teachers working with students with emotional and behavioral challenges. Professional development workshops and consultation support will focus on building para-educator and teacher capacity for implementing individualized and classroom wide behavioral strategies to help resolve challenging behaviors and teach alternative behaviors that promote student success. STAR OF CA will also provide direct behavioral support to identified students to help stabilize them in their current placement or assist with transitions. In addition, STAR OF CA will collect, analyze, summarize, and disseminate behavioral data among district team members; and collaborate with district team members for purposes of coordination of care.

The scope of the services provided shall be pursuant to this Agreement and subject to the approval of the District's designee in the District's sole, absolute and subjective discretion. In performing the services specified by the District as set forth herein above, Provider shall determine the methods, details, and means of providing such approved or agreed services.

Provider shall provide services at the direction of the District's designee in this matter who is designated as:

Danielle Jefferson
(Name)

Director of Special Education Services
(Title)

LOCATION: Provider shall provide the contracted services at the following location:

Oxnard School District School Sites.

However, it is understood and agreed that the time and place said services shall be rendered may be changed from time to time as determined by the District's designee.

3. COMPENSATION: District shall pay Provider a maximum amount of \$2,306,000.00 pursuant to this Agreement. Provider shall be compensated at the rate of \$58.42 per hour for 1 to 1 behavioral support to students, \$113.50 per hour for behavioral consultation and supervision services, \$370.00 for 2 hours workshops, and \$740.00 for 4 hours workshops. The intensity and duration of services will be delivered as directed and determined by District.

Provider shall not be entitled to any other compensation or benefits from District of any kind or type, including, without implied limitation, benefits, insurance, and/or in-kind services.

Provider shall provide a monthly invoice to the District's designee detailing the service type, time spent, and date(s) of service of the services provided for the preceding month and any other billing breakdown as may be required by the District. Consultant shall, when requested by District, invoice individual projects separately by line item showing the type and quantity of time expended on the specific project(s). Consultant shall account for and invoice hours worked pursuant to this Agreement separately from any other agreement between the parties.

Progress payments shall be made by District at monthly intervals within a reasonable time thereafter, but in no event shall it exceed 60 days from receipt of an invoice from Consultant.

Provider shall assume all ordinary expenses incurred in connection with the performance of this Agreement. Such ordinary expenses shall include, without implied limitation, document reproduction expenses, computer and telephone charges. Services and expenses that are above the ordinary and are required shall not be reimbursable unless previously authorized in writing by District's designee and controlled by a Board approved addendum to this Agreement.

4. INDEPENDENT CONTRACTOR: While performing services hereunder, the District and Consultant acknowledge that Provider is an independent contractor and not an officer, agent or employee of the District. Consequently, Provider shall pay all personal State and federal taxes as an independent contractor and acknowledges that, as an independent contractor, Provider is not covered under California workers' compensation, unemployment insurance or other employment-related laws.

Provider shall at all times remain solely responsible for the services to be provided pursuant to this Agreement, regardless of whether Provider should choose to employ any agent(s), employees(s) or other representative(s) to perform any or all such service; provided however, because of Provider's special expertise and potential contact with students, Provider shall not subcontract, assign or otherwise transfer any portion of the services of this Agreement or any interest therein, without the prior written approval of the District's designee and the Superintendent in the District's sole absolute and subjective discretion. Any such attempts to subcontract, assign or otherwise transfer any portion of the services or this Agreement without the prior written approval of the District shall be void and without effect, and shall permit the District to terminate this Agreement immediately with no further payments due to Provider for work subcontracted, transferred or assigned as of the date of termination or the transfer, subcontracting or assignment whichever first occurred. In the event Provider is given written approval for the use of subcontractors, Provider acknowledges that all subcontractors shall comply with Section 6, Criminal Background Checks, of this Agreement. Any failure of Provider's subcontractors to comply with the terms of Section 6 shall subject Provider to liability pursuant to Section 7, Indemnity, of this Agreement.

Any subcontractor(s) allowed shall be at no additional expense to the District and shall be paid from Provider's own resources and billings. Provider shall pay all wages, salaries, benefits, and other amounts due to Provider's subcontractors, and shall be fully responsible for all reports and obligations respecting Provider's subcontractors.

5. INSURANCE: Provider shall, at Provider's expense, procure and maintain for the duration of this Agreement, general liability, workers' compensation and any other insurance required by applicable law or necessary to protect against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement by Provider and Provider's subcontractors, agents, or representatives. All commercial general liability or comparable policies maintained by Provider will name the District, and such other persons as may be designated by the District as additional insureds, entitling them to recover under such policies for any loss sustained by them, their agents, board members, and employees as a result of the acts or omissions of Provider. Provider must immediately notify District of any reduction or termination in coverage.

A. LIABILITY INSURANCE: The general liability insurance shall have an 'each' occurrence limit of not less than one million dollars (\$1,000,000) or as solely determined by the District by and through the Superintendent or designee.

B. WORKERS' COMPENSATION INSURANCE: The workers' compensation insurance shall insure Provider's obligations and liabilities under the workers' compensation laws of the State of California, including, without implied limitation, employers' liability insurance in the limits required by the laws of California.

6. CRIMINAL BACKGROUND CHECKS: As an independent contractor providing services requested by the District, Provider warrants and represents that, in the performance of this Agreement, neither Provider nor any of Provider's employees, and subcontractors, if approved pursuant to Section 4 of this Agreement, shall have substantial contact with any students. However, in the event that Provider or any of Provider's employees, or subcontractors may have more than limited contact with students as may be determined by the District in its sole, absolute and subjective discretion, Provider and all of Provider's employees, and subcontractors shall comply with all requirements related to fingerprinting as set forth in Education Code section 45125.1, and all District Administrative Regulations relating to the same and Criminal Background Checks, prior to any contact with any students, including without implied limitation, prior to coming onto school grounds.

7. INDEMNITY: The Provider shall defend, with Counsel chosen by District, and shall hold and keep harmless the District and all of its officers, employees, volunteers, attorneys, agents and assigns thereof from all claims, demands, causes of action, costs, expenses, liability, loss, damages or injury, in law or equity that may at any time arise or be set up because of injuries to or death of persons, including wrongful death, or damage to, loss, or theft of property, including District's personnel and property, in any manner arising out of, or in the course of, the performance of this contract or incident to any alleged acts, omissions or willful misconduct of Provider, Providers subcontractors, officers, employees, agents and representatives arising out of or in connection with the performance of services of this Agreement, including without implied limitation, the payment of all consequential damages and attorney's fees and other related costs and expenses. Provider shall defend, with counsel chosen by District, at Provider's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns. Provider shall pay and satisfy any judgment, award or decree that may be rendered against District or its board members, superintendent, employees, volunteers, attorneys and agents in any such suit, action or other legal proceeding. Provider shall reimburse District, its board members, superintendent, employees, volunteers, attorneys, agents and assigns for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, its board members, superintendent, employees, volunteers, attorneys, agents and/or assigns.

8. CONFIDENTIALITY: Provider and all personnel designated by Provider to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. All materials and data prepared by Provider under this Agreement shall become the property of the District during and upon completion of the terms of this Agreement. All materials and data must be submitted to the District within 10 days of demand by the District.

9. CONFLICTS: Provider shall not engage in any activity that conflicts with, or has the appearance of conflicting with, the District. Provider agrees to abide by the District's Conflict of Interest Policy. Notwithstanding any other provision contained herein, the District shall, in the District's sole and complete discretion, have the right to immediately terminate this Agreement in the event it is determined by the Superintendent that a real or apparent conflict of interest exists that cannot be resolved.

10. TERMINATION: Except as otherwise provided in this Agreement, this Agreement may be terminated for any reason by giving 30 days' written notice to the other party.

11. LICENSING: Provider shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the services required pursuant to this Agreement.

12. COMPLIANCE WITH LAWS: Provider shall keep fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of services. In the event Provider performs any work contrary to such laws, rules and regulations, Provider shall be solely responsible for all costs arising there from.

13. GOVERNING LAW/VENUE: This Agreement shall be governed by the laws of the State of California, Ventura County. This Agreement shall not be governed by the Uniform Commercial Code. To the extent that there is to be delivery or performance of services under this Agreement, such services will not be deemed "goods" within the meaning of the Uniform Commercial Code. In the event of litigation, both parties agree that the appropriate venue shall be in the Superior Courts of the County of Ventura.

14. ASSIGNMENT: Provider agrees not to assign this contract or any interests therein without the approval in writing of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

15. SEVERABILITY: If any one or more of the provisions of this Agreement are hereafter declared void or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

16. WAIVER: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

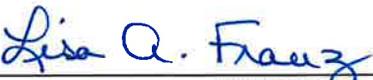
17. ARBITRATION: Any claims or controversy arising out of or related to this Agreement, or the breach thereof, shall first attempt to be settled by non-binding mediation utilizing a mutually agreed mediator. Should a claim or controversy not be resolved via mediation either party may file an action in a court of competent jurisdiction as provided in Section 13 of this Agreement. Both parties hereto agree to waive any claims for consequential damages pertaining to this agreement.

18. INCORPORATION OF EXHIBITS: All exhibits attached and referred to in this Agreement are incorporated as though fully set forth in this Agreement.

19. ENTIRE AGREEMENT: It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself.

IN WITNESS THEREOF, the parties hereto have set their hands on the date and in the month and year written below.

OXNARD SCHOOL DISTRICT:



Lisa A. Franz, Director, Purchasing



Date

STAR of CA LLC (dba STAR of CA and ERA Ed), VENTURA CA



Jeremy Hastings, President



Date

299 W Hillcrest Drive, Ste #110
Thousand Oaks, CA 91360
O (805) 379-1401
F (805) 379-1491
W www.eraed.com

Corporate Headquarters
4880 Market Street
Ventura, CA 93003
O (805) 644-7827
F (805) 650-1385
W www.starofca.com

2022/2023

PROGRAM DESCRIPTION OVERVIEW

STAR of CA (DBA: ERA Ed.) provides a range of behavioral and psychological services to support students with developmental and/or social-emotional disorders, in addition to their families. Students with a variety of barriers to accessing their education can participate in our school-based services, including those students may have or be at risk for an autism spectrum, mood/anxiety, and or behavior disorders that may be interfering with their school performance and ability to participate in the least restrictive environment (LRE).

Services provided include:

- (1) Behavior intervention development and modification (BID)
- (2) Behavior Intervention Implementation of Behavior Modification Plans (BII)
- (3) Counseling and guidance services (CG)
- (4) Parent counseling and training (PCT)
- (5) Other psychological services aside from assessment and IEP development (PS)

ERA Ed.'s school-based services are derived from evidence-based practices such as Applied Behavior Analysis (ABA), Positive Behavioral Support (PBS), Dialectical Behavioral Therapy (DBT), Parent Child Interaction Therapy (PCIT), and Cognitive Behavior Therapy (CBT).

Leveraging Technology - ERA Ed. has the capacity to offer consultation support and IEP driven services through a telehealth or distance learning modality that is HIPAA/FERPA compliant. ERA Ed. offers an array of service options for the use of video technology where it may improve the training needs of district staff or the individualized learning needs of students. Leveraging telehealth or distance learning may also help overcome barriers to helping students and their families get access to services and supports that may otherwise be challenging due to environmental or scheduling constraints. Our teams can help assess goodness-of-fit to ensure this modality would offer an educational or clinical benefit. All services eligible for telehealth (TH) services are denoted below.

ERA Ed. Service Delivery Options for VENTURA COUNTY SELPA

Consultation Support – ERA Ed. delivers consultation support to schools, classrooms, and student teams. This consultation support includes focused training to school personnel, classroom team members, and instructional assistants in specific areas of need, classroom coaching, program development, and intermittent team meetings to facilitate program development, implementation, and progress monitoring. In this approach, ERA Ed. serves as an

integral member of the team providing ongoing communication between team members (e.g., classroom staff, the school site administration, and the Director of Pupil Services). Intermittent progress reports are developed to summarize progress in staff and classroom development, identify ongoing areas of need, and generate recommendations for responding to those needs.

IEP Driven Services - ERA Ed. can deliver behavioral health services to specific students in order to build their requisite skills and resolve emotional and behavioral challenges necessary for the student to participate in the least restrictive environment, access their curriculum, and demonstrate progress toward IEP goals. As a supplement to consultation support, the utilization of ERA Ed. for IEP driven services provides districts with an immediate response to addressing the needs of individual students. As part of a capacity-building strategy for school districts, ERA Ed.'s delivery of such services creates an exemplar of effective behavioral health services. As the students' emotional and behavioral challenges are resolved and relevant skills begin to emerge, an emphasis is placed on transferring responsibility from such behavioral health services back to district personnel so that the student learns to benefit from the natural supports that exist within their classroom and district team members. The IEP process is essential for reviewing the progress of such ERA Ed. delivered behavioral health services and determining how these services are transferred back to school districts.

ERA Ed. Description of Services & Fee Schedule

Behavioral Services

Consultation (CNSLT) – includes a variety of staff and program development related activities designed to build capacity in school district personnel, teams, classrooms, and schools. The focus of ERA Ed. consultation support is to address areas of need that district staff may have in utilizing Applied Behavior Analytic methodologies and other best practices to serve students with autism and emotional behavioral disorders. Consultation services can be IEP driven or be initiated as part of a District's broader staff training and development efforts. Consultation support is often preceded by a formal or informal needs assessment. *Telehealth Options Available.*

Instructional Assistant / Para-Educator Training – IEP driven consultation support designed to train district staff on implementation of a specific student's behavioral support plan, teaching to IEP goals, and carrying out data collection practices. *Telehealth Options Available.*

Classroom Program Development – ERA Ed's consultation support in the classroom is designed to enhance school district personnel's ability to respond to the educational and behavioral needs of their students. Positive Behavioral Interventions are incorporated into the classroom with an emphasis placed on optimizing the use of ecological arrangements, activity schedules, visual supports, communication systems, appropriate teaching strategies, and developing monitoring systems for reviewing student progress and staff success with program implementation. Trainings can include but are not excluded to: Positive Behavior Support in the Classroom; Establishing and Maintaining Social Skills Curriculum in the Classroom; Data

Collection – to Support Analysis of Progress toward IEP Goals; Implementing Discrete Trial Training (DTT) in the Classroom, and Pivotal Response Treatment (PRT) in the Classroom. The consultation support is delivered through intermittent team meetings, small group trainings, and coaching within the classroom milieu.

Workshops – A variety of workshops can be developed at the district’s request for more general teacher or broader district training needs. Workshop content and format are determined through conducting brief needs assessments that would include discussion with district personnel and opportunities to observe within the settings in which the training content is to be applied. Follow up coaching delivered in the target settings is an essential component to the workshop model. *Telehealth Options Available.*

Assessments (FBA/FAA) - ERA-Ed provides comprehensive Functional Behavioral Assessments (FBA, FAA) conducted in compliance with the requirements set forth from IDEA. The assessments take place across multiple observations and across settings as needed. Assessments include the development of (a) proposed goals associated with the student’s needs to inform programming (b) a positive behavior intervention plan (PBIP) that addresses proactive, teaching and reactive strategies to address specific challenging behaviors and teach replacement behaviors, a safety plan if needed and (c) recommendations for service delivery to assist the treatment team in planning.

Direct Instruction (BII) – ERA-Ed provides highly trained behavior technicians who deliver one-on-one direct instruction using Applied Behavior Analytic interventions for students as part of their IEP in order to resolve challenging behaviors, teach replacement behaviors and develop academic readiness and social skills. Direct instruction can be delivered across all settings (e.g., school, home, community) deemed relevant to support the implementation of the student’s IEP. *Telehealth Options Available.*

Supervision (BID) – This service includes a range of supervisory activities designed to support the implementation of the student’s behavioral program as specified in their IEP. As part of the supervision model, each ERA-Ed behavior technician is trained, evaluated, and monitored by the supervisor as part of our ongoing quality assurance process. The supervisor visits the student’s school, or other settings in which intervention is delivered (e.g., home, community), weekly to assess the program, support the behavior technician, and address classroom team and family questions or concerns. To ensure proper program implementation, fidelity of implementation data and reliability data are taken on each ERA Ed. behavior technician. Supervision also includes activities such as reviewing behavioral data and making necessary program changes (e.g., revising data collection systems, adapt teaching strategies), meeting with the behavior technician to discuss student progress, writing progress reports, and participating in monthly team meetings and IEPs. *Telehealth Options Available.*

Psychological Services

Counseling and Guidance Services (CG) – ERA Ed. counseling and guidance services include counseling for both short- and long-term educational programs – individual/group counseling in which the student is helped to develop their social, emotional, and behavioral functioning in order to promote self-determination and personal responsibility. Counseling and guidance services can be delivered in either individual or group-based modalities to best meet the needs of students, and are delivered in our agency office suite, at the school site, and in the home when applicable. Counseling services are provided by licensed mental health professionals (e.g., Licensed Clinical Social Workers, Licensed Marriage and Family Therapists) and mental health associates (Associate Clinical Social Workers, Associate Marriage and Family Therapists, Associate Professional Clinical Counselors, Registered Psychology Assistants). *Telehealth Options Available.*

Parent Counseling and Training (PCT) – ERA Ed. parent counseling and training services assist families in understanding the unique needs of their child and provides them with information and strategies they can use to assist their child in reaching their short- and long-term educational program goals and objectives. These services are delivered in home and community settings as well as in our agency office suite and can also be delivered via group-based formats using a psychoeducation model. These services are provided by licensed mental health professionals (e.g., Licensed Clinical Social Workers, Licensed Marriage and Family Therapists) and mental health associates (Associate Clinical Social Workers, Associate Marriage and Family Therapists, Associate Professional Clinical Counselors, Registered Psychology Assistants). *Telehealth Options Available.*

Psychological Services (PsychServ) – ERA Ed. psychological services include conducting consultation, interviewing, assessment, diagnosis, and psychotherapy to assist students in implementing their short and long-term educational program goals and objective. These services are provided by licensed mental health professionals (e.g., Clinical Psychologists, Licensed Clinical Social Workers, Licensed Marriage and Family Therapists). *Telehealth Options Available.*

Assessments (Psychoeducational, Education-Related Mental Health Services).

ERA Ed. is able to conduct a wide range of psychological assessment services, including ERICS assessments and individualized psychoeducational assessments. All assessment services are conducted by licensed mental health professionals, including psychologists when necessary.

Mental Health Case Management/ Consultation (CNSLT-MH) – ERA ED. Mental Health Consultation involves performing collateral, indirect activities to support direct student counseling services. This includes activities such as IEP attendance, goal development, progress reporting, staff support, linking treatment across environments, and ongoing consultation with internal and external treatment providers. *Telehealth Options Available.*

Wraparound Services (WRAP or Social Work Services). ERA Ed. implements a team approach for Wraparound Services, utilizing evidence-based treatments and interventions. Core elements of Wraparound Services are provided in stepwise order:

1. System stabilization (Assessment as necessary)
2. Parent Management Training (Parent Counseling and Training, Positive Behavior Supports)
3. Generalizing supports to the educational environment (Mental Health Consultation/Psychological Services)
4. Individual counseling (Counseling and Guidance Services)
5. Family counseling (Counseling and Guidance Services)

The Wraparound (WRAP) team utilizes a Mental Health Associate model for direct services (i.e., counseling, positive behavior support) delivered in the home/community setting (e.g., school) with additional consultation and in-office/tele-health (e.g., telephone, videoconferencing) psychotherapy with licensed providers. All WRAP teams are managed by a licensed psychologist. Behavioral technicians are also available to assist the WRAP team with System stabilization and Parent Management Training in the home and community setting (e.g., school).

The intensity of WRAP services will depend on student need and may vary across time. As such, a flat 12-hour/30-day intake and triage package is available for those IEP teams in need of specific WRAP treatment recommendations. Further, all WRAP services are modular; comprehensive WRAP programs are able to be individually tailored by service, and according to student and family need. *Telehealth Options Available.*

On-site Counselor

The on-site counselor position is a fixed, 30-hour weekly position. One counselor can be assigned to 1 or 2 school sites and provides approximately 25 hours weekly of direct counseling support (individual, group, parent) at the school site. The remaining weekly hours would be designated to deliver the following indirect services:

- IEP attendance
- Goal creation
- Consultation with IEP team
- Tracking and notifying service dates for the IEP team
- Progress Reports

The on-site counselor position would also solve barriers to weekly service delivery, including:

1. One therapist per site would allow IEP Team members to easily know/identify the counselor with the ability for drop-in/on-site consultation.
2. The On-Site Counselor would track all IEP Service dates and can provide reminders to IEP teams.
3. The On-Site Counselor would have the same space/rooms assigned, thereby eliminating daily searches for inconsistent space needs.

-
4. The On-Site Counselor would have Increased flexibility with scheduling student services (I.e., if a student is unavailable at a specific day/time the counselor would have more potential ability to pull the student later in the week).

Other Provisions:

Last Minute Cancellation: Cancellations that occur within 1.5 hours of the scheduled start time or when a student no shows are occasions when ERA Ed. incurs labor costs for deploying our providers. ERA Ed. may bill a minimum of 1 hour for last minute cancellations or no shows per session, not to exceed the length of the scheduled session unless otherwise specified.

Wait Time: Providers waiting for the student to arrive may represent non-billable time where ERA Ed. incurs labor costs for deployed providers. ERA Ed. may bill a minimum of 15 minutes per scheduled session for wait time, not to exceed the length of the scheduled session unless otherwise specified.

2022/2023 RATE TABLE

BEHAVIORAL SERVICES	SrvCode	Rate	Per
Consultation	CNSLT	\$113.50	/hr
Assessments (FBA/FAA)	EVAL	\$113.50	/hr
Supervision	BID	\$113.50	/hr
Bus Aide BID	BUS AIDE-BID	\$113.50	/hr
Direct Instruction	BII	\$58.42	/hr
Bus Aide BII	BUS AIDE-BII	\$58.42	/hr
Last-Minute Cancellation/No Show	LMC-ABA	\$58.42	/hr
BII Wait Time	BII Wait Time	\$58.42	/hr
PSYCHOLOGICAL SERVICES	SrvCode	Rate	Per
Assessments (Psycho-educational, Education-Related Mental Health Services)	ERMHS-ASMT	\$113.48	/hr
Mental Health Consultation - Licensed Mental Health Professional	CNSLT-LMHP	\$89.88	/hr
Mental Health Consultation – Mental Health Associate	CNSLT-MHA	\$67.40	/hr
Individual Counseling Services – Licensed Mental Health Professional	CILMHP	\$89.88	/hr
Individual Counseling Services – Mental Health Associate	CIMHA	\$67.40	/hr
Counseling & Guidance Services (CG) – Licensed Mental Health Professional	CNSLGRP-LMHP	\$89.88	/hr
Counseling & Guidance Services (CG) – Mental Health Associate	CNSLGRP-MHA	\$67.40	/hr
Parent Counseling & Training (PCT) - Licensed Mental Health Professional	CFLMHP	\$89.88	/hr
Parent Counseling & Training (PCT) –Mental Health Associate	CFMHA	\$67.40	/hr
Psychological Services	PsychServ	\$118.52	/hr
Wrap services - MH Licensed Mental Health Professional	Wrap:LMHP	\$89.88	/hr
Wrap services - MH Associate	Wrap:MHA	\$67.40	/hr
Wrap services - Licensed Psychologist	Wrap:Psych	\$118.52	/hr
On-Site Counseling - MH Licensed Mental Health Professional	OnSite:LMHP	\$89.88	/hr
On-Site Counseling - MH Associate	OnSite:MHA	\$67.40	/hr
Last-Minute Cancellation/No Show	LMC-MH	\$67.40	/hr
MH Wait time	MH WaitTime	\$67.40	/hr

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #1 to Agreement/MOU #22-163 – County of Ventura (DeGenna/Jefferson)

At the Board meeting of November 2, 2022, the Board of Trustees ratified Agreement #22-163 with the County of Ventura and Oxnard School District, in the amount of \$834,624.00, to provide Special Education Home and School Based Mental Health Services on an as needed basis per IEP's during the 2022-2023 school year.

Amendment #1 for the 2023-2024 school year, in the amount of \$834,624.00, updates the array of services, revises the rate sheet, and extends the period of the agreement from July 1, 2023 through June 30, 2024.

FISCAL IMPACT:

\$834,624.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #22-163 with the County of Ventura.

ADDITIONAL MATERIALS:

Attached: [Amendment #1 \(4 Pages\)](#)

[Agreement/MOU #22-163, County of Ventura \(9 Pages\)](#)

Amendment # 1 to OSD Agreement #22-163

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF VENTURA AND OXNARD SCHOOL DISTRICT

This "First Amendment" to the Memorandum of Understanding for Provision of Special Education Mental Health Services ("MOU"), which became effective July 1, 2022, is made and entered into by and between the County of Ventura, acting through its Behavioral Health Department, a primary service provider, hereinafter referred to as "County," and Oxnard School District, hereinafter referred to as "LEA."

NOW, THEREFORE, the parties hereby agree that the MOU is amended as follows:

- I. The MOU is extended for the term July 1, 2023 through June 30, 2024, subject to budgetary approval by the governing body of the LEA for FY 2023-24 and the contract extension language detailed in Section 14 (Term) of the MOU.
- II. Effective with respect to the service period commencing July 1, 2023 through June 30, 2024, Section 1 (ARRAY OF SERVICES) of the Agreement is deleted in its entirety and replaced with new Section 1 (ARRAY OF SERVICES):
 1. **Array of Services:**
 - a. Upon LEA's request, COUNTY agrees to provide to LEA educationally related specialty mental health services which may include, but are not limited to, assessments, individual therapy, group therapy, collateral services, case management, any other mental health services as defined in California Education Code section 56363; Code of Federal Regulations, title 34, section 300.34; or a student's individualized education program.
 - b. Students eligible to receive educationally related specialty mental health services must already be Special Education eligible or in the assessment process and should have received services based on Ventura County SELPA Social/Emotional Services Continuum prior to ERSES referral.
 - c. LEA's will collaborate with VCBH to ensure that VCBH staff is afforded appropriate on-campus access, during school hours, to provide ERSES. Space will be made available in which confidential therapy sessions can occur. The school district will also provide necessary logistical support at the school site to facilitate the delivery of ERSES.
 - d. COUNTY will inform school districts of clients that are not engaged in services and follow "ERSES Guidelines for Engaging Students" document. This could result in closing of the ERSES case by County.
 - e. This MOU is not intended to make COUNTY a "public agency" within the meaning of the Individuals with Disabilities Education Act (IDEA) or related case law, nor is it intended to make COUNTY subject to the due process mandates of the IDEA.
- III. Effective with respect to the service period commencing July 1, 2023 through June 30, 2024, Exhibit "A" (SCHEDULE OF FEES) of the Agreement is deleted in its entirety and replaced with new Exhibit "A" (SCHEDULE OF FEES), attached hereto.

- IV. Except for the modifications described herein, all other modifications and terms and conditions of the MOU shall remain in effect.
- V. This First Amendment may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.
- VI. The parties hereto agree that this First Amendment may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this First Amendment through their duly authorized representatives as of the last date written below.

OXNARD SCHOOL DISTRICT

COUNTY OF VENTURA

BY

BY

(authorized signature)

(authorized signature)

Lisa A. Franz, Director, Purchasing

(print name and title)

(print name and title)

Date

Date

95-6002318

Federal Tax Identification #

OXNARD SCHOOL DISTRICT

BY

N/A

(authorized signature)

(print name and title)

Date

* If a corporation, this First Amendment must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Exhibit “A” Schedule of Fees

Typical Services Delivered

Service Description ¹	² Typical service level (includes both direct and non-direct time)	Typical Annual Cost
Individual Counseling	90 minutes a month	\$ 5,320.00
Counseling and Guidance Services	30 minutes a month	\$ 2,128.00
Social Work Services	45 minutes a month	\$ 2,128.00
Parent Counseling and Training	15 minutes a month	\$ 1,064.00
Aspiranet COEDs Services ⁴		
	SUBTOTAL	\$ 10,640.00
15% indirect cost ⁵		\$ 1,596.00
Typical Annual Cost per Student		\$ 12,236.00

¹Actual Services may vary based on individual need. LEA will be responsible for actual services provided and will be billed based on the hourly rate for practitioner type noted in the table below. Medi-Cal (FFP) Funding will be calculated and applied to each quarterly invoice, net will be due to County .

²Typical service level includes direct client care and other time. The amount billed will be based on the direct client care time associated with the corresponding CPT/HCPCS code of the service provided multiplied by the practitioner rate per hour.

³Service codes are based on either CPT or HCPCS codes as defined in the Medi-Cal billing manual.

⁴Costs for Aspiranet COEDS services for Medi-Cal eligible students will be passed through at actual cost, net of other revenue.

⁵Indirect costs of 15% will be added to each invoice total.

RATE SCHEDULE

Practitioner Type for VCBH staff	Rate per hour
Licensed Practitioner of Health Arts (LPHA)	\$ 354.68
Psychologist/Pre-licensed Psychologist	\$ 548.09
Peer Services	\$ 280.19
Mental Health Rehab Specialist	\$ 266.85
Aspiranet COEDs Services ⁴	\$-

⁵Indirect costs of 15% will be added to each invoice

⁴Costs for Aspiranet COEDS services for Medi-Cal eligible students will be passed through at actual cost, net of other revenue.

⁶County may adjust rates with 30 days’ notice to LEA.

OSD AGREEMENT #22-163

MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF SPECIAL
EDUCATION MENTAL HEALTH SERVICES

July 1 This MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF SPECIAL EDUCATION MENTAL HEALTH SERVICES ("MOU") is made and entered into as of ~~November 2~~, 2022 by and among Oxnard School District ("LEA") and the County of Ventura, acting through its Behavioral Health Department ("COUNTY"). Hereinafter, LEA and COUNTY may be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Ventura County Special Education Local Plan Area ("SELPA") is part of the Ventura County Office of Education ("VCOE"), which is the local agency responsible for performing functions such as the receipt and distribution of funds, providing administrative support to local education agencies, and coordinating SELPA implementation pursuant to California Education Code section 56195.1(c)(2).

WHEREAS, VCOE SELPA and LEA are responsible for ensuring that students with disabilities receive the special education and related services needed to address their social, emotional and behavioral needs and receive a free appropriate public education in accordance with the federal Individuals with Disabilities Education Act ("IDEA") and California Education Code sections 56195 et seq. and 56205.

WHEREAS, VCOE SELPA previously contracted with COUNTY for the provision of educationally related mental health services, also referred to as Educationally Related Social Emotional Services ("ERSSES"), to students pursuant to individualized education programs on behalf of local education agencies in Ventura County; however, due to a change in law, local education agencies will receive funding directly, rather than through VCOE SELPA, for the provision of educationally related mental health services and therefore now needs to contract directly with COUNTY for the provision of educationally related mental health services.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, and with regard to the above recitals, the Parties agree as follows:

- 1. Array of Services:** Upon LEA's request, COUNTY agrees to provide to LEA educationally related mental health services which may include, but are not limited to, assessments, individual therapy, group therapy, collateral services, case management, any other mental health services as defined in California Education Code section 56363; Code of Federal Regulations, title 34, section 300.34; or a student's individualized education program. This MOU is not intended to make COUNTY a "public agency" within the meaning of the IDEA or related case law, nor is it intended to make COUNTY subject to the due process mandates of the IDEA.

2. Funding of Services:

- a. Notwithstanding anything in this MOU to the contrary, LEA agrees to reimburse COUNTY for the provision of all educationally related mental health services which it provides pursuant to a student's individualized education program according to the rates set forth in Exhibit "A" (Schedule of Fees), attached hereto and incorporated herein by this reference. The rates set forth in Exhibit "A" (Schedule of Fees) are not set by law but have been negotiated between VCOE and LEA.
 - b. COUNTY will bill LEA for indirect costs using the flat rate of 15% after the total for services has been determined.
 - c. COUNTY will pass through to the LEA the costs, net of other revenue, for Collaborative Educational Services (COEDS) paid by VCBH to Aspiranet for Medi-Cal eligible clients.
 - d. Subject to all applicable laws, COUNTY agrees to use its reasonable best efforts to maximize to the extent possible other sources of county, state, or federal funding, including, but not limited to, funding from Medi-Cal. Such funding and/or reimbursements received by COUNTY for provision of educationally related mental health services shall offset any amount LEA is required to pay under this MOU. COUNTY shall provide LEA a basic accounting of the funding or reimbursements it receives when submitting any invoices to LEA.
 - e. Billing and Payment. COUNTY will invoice LEA on a quarterly basis for all educationally related mental health services performed by COUNTY pursuant to this MOU. COUNTY will send via U.S. Mail the quarterly invoice to LEA within 45 days of the end of each quarter during the term of this MOU. Upon finding that COUNTY has satisfactorily performed the services, LEA shall make payment to COUNTY within 30 days of its receipt of each quarterly invoice.
- 3. Privacy:** The Parties acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (Pub. Law. No. 14-109), the California Confidentiality of Medical Information Act (Cal. Civ. Code, § 56 et seq.), student records under the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g), and under provisions of state law relating to privacy. The Parties shall ensure that all activities undertaken under this MOU will conform to the requirements of these laws and all other applicable confidentiality and privacy laws.
- 4. Student Data Privacy:** The Parties acknowledge the protections to student data privacy and the nature of duties and responsibilities outlined and agreed to in the California Student Data Privacy Agreement which includes student data transmitted to the COUNTY from the LEA pursuant to compliance with all applicable statutes, including the FERPA (20 U.S.C. § 1232g), Protection of Pupil Rights Amendment

("PPRA") (20 U.S.C. 1232h), Children's Online Privacy Protection Act ("COPPA") (15 U.S.C. §§ 6501-6506), Student Online Personal Information Protection Act ("SOPIPA") (Cal. Bus. & Prof. Code, § 22584), California Education Code Section 49073.1, and other applicable California State laws which may be amended from time to time.

5. Indemnification:

- a. COUNTY's Indemnity Obligation. To the fullest extent permitted by California law, COUNTY shall at its sole expense indemnify, protect, defend and hold harmless LEA its officers, agents, employees, elected board members, and volunteers from and against any third-party liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, 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, 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 negligence, recklessness, or willful misconduct by COUNTY, its officers, agents, employees or subcontractors. This obligation to indemnify and defend LEA and its members' as set forth herein is binding on the successors and assigns of COUNTY and shall survive the termination of this MOU.
- b. LEA's Indemnity Obligation. To the fullest extent permitted by California law, LEA shall at its sole expense indemnify, protect, defend and hold harmless COUNTY, its officers directors, board of supervisors, employees, agents and volunteers from and against any third-party liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, 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, 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 negligence, recklessness, or willful misconduct by LEA or by any individual or entity for which LEA is legally liable, or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on LEA real property while services under this MOU are being rendered at any VCOE site. This obligation to indemnify and defend COUNTY, its providers, employees, and agents as set forth here is binding on the successors and assigns of VCOE and shall survive the termination of this MOU.

6. Required Insurance

- a. General Liability Insurance: COUNTY represents to LEA that COUNTY is legally self-insured for its general liability, property damage, and abuse and molestation risk for two million dollars (\$2,000,000.00) per occurrence and four million dollars (\$4,000,000.00) aggregate. COUNTY's self-insurance program shall protect against loss from liability imposed by law for damages to property or on account of bodily

injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomsoever, resulting directly or indirectly from any act or activities of the COUNTY or under the COUNTY'S control or direction. Such general liability, property damage, and abuse and molestation insurance shall be maintained in full force and effect during the entire term of this MOU.

- b. Workers Compensation Insurance. COUNTY is permissively self-insured for workers' compensation for its employees.
- c. Errors and Omissions Insurance. COUNTY shall procure and maintain, during the term of this MOU, professional liability/errors and omissions insurance covering its Providers in the following amounts:
 - \$1,000,000.00 each occurrence/ \$2,000,000.00 aggregate.
- d. Automobile Insurance. COUNTY shall procure and maintain, during the term of this MOU, commercial automobile liability coverage in the minimum amount of \$1,000,000.00 CSL bodily injury and property damage, including owned, non-owned, and hired automobiles.
- e. Cyber Liability Insurance. COUNTY shall procure and maintain, during the term of this MOU, Cyber Liability Insurance in the minimum amount of \$5,000,000 per occurrence and \$5,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as undertaken by COUNTY in this MOU and shall include, but not be limited to, claims involving invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fine and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- f. Certificates of Insurance. COUNTY will provide to LEA annually a certificate of general liability insurance and professional liability insurance for its Providers. Certificates of such insurance shall be filed with LEA on or before commencement of Services under this MOU.
- g. LEA Named as Additional Insured. COUNTY'S commercial general liability insurance shall name LEA, its school district and charter school members, and employees, officers, directors and superintendents as additional insureds, evidenced by an endorsement, or substantially equivalent document, to the policy.
- h. Claims Made Insurance Policies. Insurance written on a "claims made" basis is to be renewed by COUNTY for a period of five (5) years following termination of this MOU. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this MOU and will cover COUNTY for all claims made.

- i. **Failure to Procure Insurance.** Failure on the part of COUNTY to procure or maintain required insurance shall constitute a material breach of contract under which LEA may immediately terminate this MOU.

7. Legal Fees. In the event COUNTY and/or its Behavioral Health Department is named as a party to an IDEA due process hearing, LEA will pay for the legal fees incurred by COUNTY and/or its Behavioral Health Department.

8. Non-Exclusivity. During this term of this MOU, LEA may, independent of its relationship with COUNTY, and without breaching this MOU or any duty owed to COUNTY, contract with other individuals and entities to obtain the same or similar services as COUNTY are rendering for LEA.

During this the term of this MOU, COUNTY may, independent of its relationship with LEA, and without breaching this MOU or any duty owed to LEA, contract with other individuals and entities to render the same or similar services that COUNTY renders for LEA.

9. Integration. This MOU represents the entire understanding of LEA and COUNTY as to those matters contained herein, and supersedes and cancels any other prior oral or written understanding, promises or representations with respect to those matters covered hereunder, including that certain memorandum of understanding between COUNTY, LEA and VCOE SELPA for the provision of children's special education mental health services executed on or about July 27, 2020. This MOU may not be amended, modified, or altered except as provided in Section 17.

10. Laws and Venue. This MOU shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action shall be brought in a state or federal court situated in the County of Ventura, State of California, unless otherwise specifically provided for under California law.

11. Implementation Responsibility; Force Majeure.

- a. The signatories of this MOU or their designees shall be responsible for assuring the agreements included in this MOU are implemented.
- b. Neither party shall be deemed to be in default of the terms of this MOU if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: act(s) of God; any laws and/or regulations of State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause for delay. The party delayed by force

majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance of the terms of this MOU.

- c. Neither party shall be liable for any excess costs if the failure to perform the MOU arises from any force majeure or any condition or contingency listed above.

12. Third Party Rights. Nothing in this MOU shall be construed to give any rights or benefits to anyone other than LEA and COUNTY.

13. Severability. The unenforceability, invalidity, or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid, or illegal.

14. Term. This MOU shall be in effect from July 1, 2022 through June 30, 2023. This MOU shall terminate as of the close of business on June 30, 2023. However, this MOU may be extended by mutual written agreement of the parties executed pursuant to Section 17 for two additional one-year periods.

15. Dispute Resolution. The Parties agree that the following process will be used to address disputes regarding the implementation of the MOU only after collaborative efforts have been attempted at the lowest possible level.

By July 1, 2022, and for any extension of this MOU beyond June 30, 2023, the Parties will name a mutually agreed upon mediator of a county department or agency to assist to resolve disputes using a process of facilitated communication through non-binding mediation. The Parties will use the following process:

- a. A written notice of the request for dispute resolution, including a description of the concerns to be addressed, shall be forwarded by the Party initiating the dispute ("Initiating Party") to the "Non-Initiating Party" and the mediator.
- b. If the issue is not resolved within 5 business days, then the Initiating Party shall request that the mediator be contacted to schedule a mediation between the Parties.
- c. No later than 30 calendar days after mediation (or such other time agreed to by the Parties), a resolution plan between the Parties will be developed.
- d. The responsible COUNTY and LEA personnel services shall be responsible for assuring the agreements included in the resolution plan are implemented.
- e. The costs for this service shall be shared equally between the Parties.

16. Termination. Either Party may terminate this MOU without cause by giving to the other Party 30 days written notice of such intent to terminate.

17. Amendment. This MOU may be amended only by the mutual consent of each Party if such amendment is in written form, is executed with the same formalities as this MOU or in accordance with delegated authority therefor, and is attached to the original MOU to maintain continuity.

18. Notice. Any notice, communication, amendments, additions or deletions to this MOU, including change of address of either Party during the term of this MOU, which any Party shall be required or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective Party as follows:

<p>If to LEA: Oxnard School District 1051 South A Street Oxnard, Ca 93030 Attn: Danielle Jefferson PHONE: (805) 385-1501 x 2175 EMAIL: djefferson@oxnardsd.org</p>	<p>If to COUNTY: VENTURA COUNTY BEHAVIORAL HEALTH ATTN: [PLACEHOLDER] CURTIS HEATH, CONTRACTS 1911 Williams Drive, No. 200 Oxnard, CA 93036 PHONE: (805) 991-7551 EMAIL: CURTIS.HEATH@VENTURA.ORG</p>
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19. Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

20. Digital Signatures. The Parties agree that this MOU may be transmitted and signed by electronic or digital means by either or both Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and California Civil Code section 1633.7.

21. Authority to Execute. Each Party represents and warrants that it has the authority to contract or otherwise commit to perform the obligations set forth in this MOU.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their duly authorized representatives in the County of Ventura, California.

Oxnard School District
By: *Lisa A. Franz*
Name: Lisa A. Franz

COUNTY OF VENTURA
By: *Scott Gilman*
Name: SCOTT GILMAN, MSA

Title: Director, Purchasing

Date: 11-3-2022

Title: VCBH DIRECTOR

Date: 11/29/22

Exhibit "A" Schedule of Fees

Typical Services Delivered

Service Description ¹	² Typical service level (includes both direct and non-direct time)	Typical Annual Cost
Individual Counseling	90 minutes a month	\$ 4,536.00
Counseling and Guidance Services	30 minutes a month	\$ 1,512.00
Social Work Services	45 minutes a month	\$ 2,268.00
Parent Counseling and Training	15 minutes a month	\$ 756.00
Aspiranet COEDs Services ³		
SUBTOTAL		\$ 9,072.00
15% indirect cost ⁴		\$ 1,360.80
Typical Annual Cost per Student		\$ 10,432.80

¹Actual Services may vary based on individual need. LEA will be responsible for only actual services provided and will be billed for actuals by the minute at the rate specified in the rate table attached. Medi-Cal (FFP) Funding will be calculated and applied to each quarterly invoice, net will be due to County .

²Typical service level includes face to face and other time.

³Costs for Aspiranet COEDS services for Medi-Cal eligible students will be passed through at actual cost, net of other revenue.

⁴Indirect costs of 15% will be added to each invoice total.

RATE SCHEDULE

Services provided by VCBH	Cost per minute
Individual Counseling	\$ 4.20
Counseling and Guidance Services	\$ 4.20
Social Work Services - Case Management / ICC	\$ 3.10
All other Social Work Services	\$ 4.20
Parent Counseling and Training	\$ 4.20
Aspiranet COEDs Services ³	\$-

⁴Indirect costs of 15% will be added to each invoice

³Costs for Aspiranet COEDS services for Medi-Cal eligible students will be passed through at actual cost, net of other revenue.

⁵County may adjust rates with 30 days' notice to LEA.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section C: Enrichment Agreement

Ratification of Amendment #2 to Agreement #22-232 – Positive Adventures, LLC (Fox/Shea)

At the Board Meeting of April 19, 2023, the Board of Trustees approved Agreement #22-232 with Positive Adventures, in the amount of \$250,000.00, to provide overnight & day camps for students during the period of June 19, 2023 through August 15, 2023.

At the Board meeting of August 2, 2023, the Board of Trustees ratified Amendment #2 to update language in the original agreement covering Limitation of Liability, Indemnification and Insurance, at no additional cost to the original agreement.

Amendment #2, in the amount of \$44,410.00, is required due to adding an additional week of overnight camps and adventure day camps, for a final agreement amount of \$294,410.00.

FISCAL IMPACT:

\$44,410.00 – ELOP Funds

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #22-232 with Positive Adventures, LLC.

ADDITIONAL MATERIALS:

Attached: [Amendment #2 \(1 Page\)](#)

[Amendment #1 \(3 Pages\)](#)

[Agreement #22-232, Positive Adventures, LLC \(11 Pages\)](#)

**Amendment #2 to Agreement #22-232 with
Positive Adventures
September 6, 2023**

At the Board Meeting of April 19, 2023, the Board of Trustees approved Agreement #22-232 with Positive Adventures, in the amount of \$250,000.00, to provide overnight & day camps for students during the period of June 19, 2023 through August 15, 2023.

At the Board meeting of August 2, 2023, the Board of Trustees ratified Amendment #2 to update language in the original agreement covering Limitation of Liability, Indemnification and Insurance, at no additional cost to the original agreement.

Amendment #2, in the amount of \$44,410.00, is required due to adding an additional week of overnight camps and adventure day camps, for a final agreement amount of \$294,410.00.

Positive Adventures:

By: _____

Date: _____

Oxnard School District:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

**Amendment #1 to Agreement #22-232 with
Positive Adventures
August 2, 2023**

At the Board Meeting of April 19, 2023, the Board of Trustees approved Agreement #22-232 with Positive Adventures, in the amount of \$250,000.00, to provide overnight & day camps for students during the period of June 19, 2023 through August 15, 2023.

Amendment #1 is required to update language in the original agreement covering Limitation of Liability, Indemnification and Insurance (see attached language revisions).

Positive Adventures:

By: Melissa Lopez

Date: 6/21/23

Oxnard School District:

By: Dr. Anabolena DeGenna
Dr. Anabolena DeGenna
Asst. Supt., Educational Services

Date: 6/21/23

Positive Adventure Revisions

Limitation of Liability

Except to the extent covered by insurance or subject to the indemnification provisions herein in no event will outfitter, or its officers, directors, or employees be liable for any incidental, consequential, exemplary, special or punitive damages or expenses or lost profits (regardless of how characterized and even if advised of the possibility of such damages) under or in connection with this agreement, regardless of the form or action (whether in contract, tort, negligence, strict liability, statutory liability or otherwise). In no event will outfitter's liability to client or any third part exceed outfitter's insurance policy limits.

Indemnification

Client will fully defend, indemnify, and hold harmless (collectively "indemnify" and "indemnification") Outfitter and its directors, officers, employees, agents, and any and all affiliates (collectively, "Indemnified Parties") from and against all third-party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney; fees and costs), arising out of or relating to the Program, caused by the negligence of Client and whether or not the relevant claim has merit, except for third party claims that directly arise out of Program Services that are staffed, supervised, or controlled solely by Outfitter.

Outfitter will fully defend, indemnify, and hold harmless (collectively "indemnify" and "indemnification") Client and its directors, officers, employees, agents, and any and all affiliates (collectively, "Indemnified Parties") from and against all third-party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and costs) directly caused by the negligence of Outfitter and whether or not the relevant claim has merit, except for claims that arise out of Program services that are staffed, supervised or controlled solely by Client or where Outfitter personnel are not present or responsible for Participants (i.e. free time, after 10 pm, overnight, and morning before 9 am).

Outfitter shall require by written agreement any and all Outfitter's affiliates to fully defend, indemnify, and hold harmless (collectively "indemnify" and "indemnification") Client and its directors, officers, employees, agents, and any and all affiliates (collectively, "Indemnified Parties") from and against all third-party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and costs) directly caused by the negligence of Outfitter's affiliates and whether or not the relevant claim has merit, except for third party claims that directly arise out of the willful misconduct of Client.

Insurance

- **Ten (10) days prior to the start of Program, certificates of insurance evidencing the following will be provided by each respective party to the other, and shall evidence the continuous and uninterrupted insurance coverage throughout the term of the Program(s). Outfitter shall list the Client as an "additional insured," including a mutual waiver of subrogation unless specifically modified below.**
- **Commercial General Liability insurance policy limits must be at least \$2 Million each occurrence and \$4 Million annual aggregate, and must cover all activities, programs, products, and completed operations of the insured. There must be no exclusion for sexual abuse or molestation. Policy limits for sexual abuse and molestation will meet all Client requirements.**
- **Commercial Automobile insurance policy with a minimum limit of \$1 Million combined single limit.**

• Evidence of California Workers' Compensation insurance coverage, including a waiver of subrogation in favor of Client is also required. Outfitter shall also require all of its subcontractors, vendors, independent contractors to maintain the same types and limits and extensions of insurance required of Outfitter under this contract.

• Copies of insurance policies may be requested by either party.

• **No insurance policy may be cancelled without thirty (30) days' prior written notice to the other party to this Agreement.**

• Since it is believed to be a responsibility of participants, Outfitter does not provide health, medical, dental, vision, or accident insurance to cover Program participants. Program participants who are not covered by other policies are encouraged to purchase trip insurance for the duration of the Program.

Endorsements. Outfitter's and any and all Outfitter subcontractor's vendors', independent contractors' Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the Client, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the Client.

1) **General Liability**

Most Other services – Outdoor Education: CG 2026 07 04.

2) **Primary, Non-Contributory**

CG 20 01 01 13

3) **Waiver of Subrogation**

CG 24 04 05 09

4) **Commercial Automobile Liability**

CA 20 48 10 13

- a. Acceptability of Insurers. Outfitter's Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Client.
- b. Insurance written on a "claims made" basis is to be renewed by the Outfitter and all Outfitter subcontractors' vendors', independent contractors' for a period of five (5) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the Outfitter for all claims made.
- c. Failure to Procure Insurance. Failure on the part of Outfitter, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the Client may immediately terminate this Agreement.

OSD AGREEMENT #22-232

Positive Adventures, LLC Services Agreement Oxnard School District – Summer Programming – Day Camps and Overnight Retreats

This agreement (the "Agreement") is between *Positive Adventures, LLC* ("Outfitter") and *Oxnard School District* ("Client") and is effective as of the date of board approval by the Oxnard School District School Board on this Agreement ("Effective Date") who in consideration of the mutual agreements and covenants contained herein, and for good and valuable consideration, the receipt of which is hereby acknowledged, agree as follows:

Engagement. Client hereby engages Outfitter on an exclusive basis and Outfitter accepts engagement as an independent contractor to Client, pursuant to the terms set out in this Agreement.

Compensation. Client agrees to pay for services rendered under this Agreement in accordance with Exhibit A, plus all applicable state and local taxes that may be payable by Client, including but not limited to sales/use tax, excise tax, and gross receipts tax.

Outfitter Services. The outfitter will provide a series of "Educational Outdoor Programs" (the "Programs") for the summer extended learning program

The Program includes various program components in the Summer of 2023.

Summer 2023: Program Components

Overnight Retreats @ Ocean Mesa Campground, Goleta CA

3 Day/2 Night camping experiences, Tues-Thursday, for up to 60 students

Adventure Day Camps @ Various Oxnard, CA locations: Tues, Wed, Thurs, and Friday 8:30 pm-2:00 pm for up to 90 students

Summer 2023 Dates:

Overnight Retreats:

Session #1 June 20th-22nd

Session #2 June 27th-29th

Session #3 August 1st-3rd

****Option for an Additional Session #4 August 8th-10th

Adventure Day Camps:

Session #1 June 19th-22nd

Session #2 June 26th-29th

Session #3 July 31st- August 3rd

****Option for an Additional Session #4 August 8th-11th

The Programs are facilitated and instructed using experiential education methods, including, but not limited to

- Experiential Leadership Development Experiences
- Team Building Activities Focused on Social and Emotional Learning
- Adventure Education focused on leadership development, team skills, and health and wellness.

Location/Time: The location for the Program will be held at the following locations or an alternative location(s) mutually agreed by Outfitter and Client. The specific times of programming will be determined in the operations phase.

Overnight Retreats: Ocean Mesa Campground and El Cap State Beach: 100 El Capitan Terrace Ln, Goleta, CA 93117

Summer Day Camps: Channel Islands Harbor, Boulder Dash Indoor Climbing, On-School Campus Locations, Arroyo Verde Park

Outfitter Responsibilities Overnight Retreats

- Provide an experience-based program, as indicated above and below;
- Provide staff to student ratios for all activities that are in accordance with Positive Adventures' standards;
- Provide direct supervision of students between the hours of 8:00 am-4:00 pm, 5:00 pm-9:00 pm
- Maintain current liability insurance, as indicated below;
- Provide tent camping accommodations for all participants
- Provide 6 meals beginning with Dinner and ending with lunch
- Provide 6 Positive Adventures staff. 1 for each group and 1-course director
- Information about the Program will be provided to the Client;
- Outfitter shall ensure that all of its staff that have contact with the Client's students during the Program have satisfactorily passed a background check for criminal records, including sexual abuse and molestation, and completed a live scan biometric fingerprint screen;
- Outfitter shall have an emergency response plan in place for emergencies that may occur during the Program, including, but not limited to, natural disasters and medical emergencies. A document outlining Outfitter's emergency response plan will be provided to the Client for review prior to the Program start date;
- Outfitter is responsible for safely securing and keeping private all Personal Health Information provided by the Client. In the event there is an accidental or intentional disclosure of the Personal Health Information in the Outfitter's care, custody, or control, Outfitter is responsible for all costs incurred (fines, penalties, defense, indemnification & remediation) as a direct result of a such accidental or intentional disclosure;

Client and Program Participant Responsibilities Overnight Retreats

- Provide at least six (6) chaperones per trip for the duration of the Program;
- Provide transportation and travel to and from the Program Location; including an emergency vehicle to remain on-site at all times,
- Provide nighttime supervision of students between the hours of 8:30pm-8:00am. Positive Adventures is not responsible for any nighttime incidences outside of basic medical care in the event of an emergency.
- Distribute to all Program participants and chaperones, and collect from all Program participants and chaperones, signed Participant Program Information (including Medical History for and Release Form);
- Turn in completed outdoor education emergency forms separated into five (5) Trail Groups per school containing up to 15 students and at least one (1) chaperone in each Trail Group no later than 14 days prior to the Program (the "Packet Due Date");
- Inform Program participants about the nature of Program;
- Client must notify Outfitter of the final number of Program participants 14 days prior to the program date;
- Client will return the majority of the completed Program participant information, waivers and medical forms, to Outfitter by Packet Due Date, as well applicable information, waiver and medical forms required for Program chaperones. Client shall coordinate with Program participants in order to ensure the timely return of completed Program participant information, waivers and medical forms. It is understood and agreed by both Outfitter and Client that, due to late Program participant enrollment, several Program participant information, waiver and medical forms may be turned in after this due date. In order to give Outfitter adequate review time for any potential risk management issues, Client must provide Outfitter any and all late Program participant forms as soon as reasonably practical on Client's receipt of the late forms. Should late forms be flagged by Outfitter at Outfitter's sole discretion, Client agrees and accepts that there is the potential of delaying involvement of certain Program participants in the Program until the risk is mitigated and resolved to the reasonable satisfaction of Outfitter;
- When Client returns Program participant and/or Program chaperone information, waiver and/or medical forms after the Packet Due Date, it is understood and agreed by both Client and Outfitter that Outfitter may be unable to accommodate the medical needs and any individual needs of any and all Program participants or Program chaperones where forms are received late;
- Designate certain individuals and/or entities as "on-call personnel," who will be contacted by Outfitter in the event of an emergency or evacuation during the Program (the "On-Call Personnel"). By the Packet Due Date, Client will notify Outfitter of the designated On-Call Personnel, and provide Outfitter with the contact information and location of the On-Call Personnel;

Outfitter Responsibilities Summer Day Camps

- Provide an experience-based program, as indicated above and below;
- Provide staff to student ratios for all activities that are in accordance with Positive Adventures' standards;
- Maintain current liability insurance, as indicated below;
- Provide guided hiking, kayaking, indoor gym climbing and on-campus team building experiences for up to 90 campers each day/30 per activity
- Information about the Program will be provided to the Client;
- Outfitter shall ensure that all of its staff that have contact with Client's students during the Program have satisfactorily passed a background check for criminal records, including sexual abuse and molestation, and completed a live scan biometric fingerprint screen;
- Outfitter shall have an emergency response plan in place for emergencies that may occur during the Program, including, but not limited to, natural disasters and medical emergencies. A document outlining Outfitter's emergency response plan will be provided to Client for review prior to the Program start date;
- Outfitter is responsible to safely secure and keep private all Personal Health Information provided by Client. In the event there is an accidental or intentional disclosure of the Personal Health Information in Outfitter's care, custody or control, Outfitter is responsible for all costs incurred (fines, penalties, defense, indemnification & remediation) as a direct result of such accidental or intentional disclosure;

Client and Program Participant Responsibilities Summer Day Camps

- Provide at least eight (6) chaperones for the duration of the Program;
- Provide transportation and travel to and from the Program Location; Emergency Vehicle will remain on site at all times.
- Distribute to all Program participants and chaperones, and collect from all Program participants and chaperones, signed Participant Program Information (including Medical History for and Release Form);
- Turn in completed outdoor education emergency forms separated into seven (7) Trail Groups per school containing up to 14 students and at least one (1) chaperone in each Trail Group no later than 14 days prior to the Program (the "Packet Due Date");
- Inform Program participants about the nature of Program;
- Client must notify Outfitter of the final number of Program participants 14 days prior to the program date;
- Client will return the majority of the completed Program participant information, waivers and medical forms, to Outfitter by Packet Due Date, as well applicable information, waiver and medical forms required for Program chaperones. Client shall coordinate with Program participants in order to ensure the timely return of completed Program participant information, waivers and medical forms. It is understood and agreed by both Outfitter and Client that, due to late Program participant enrollment, several Program participant information, waiver and medical forms may be turned in after this due date. In order to give Outfitter adequate review time for any potential risk management issues, Client must provide Outfitter any and all late Program participant forms as soon as reasonably practical on Client's receipt of the late forms. Should late forms be flagged by Outfitter at Outfitter's sole discretion, Client agrees and accepts that there is the potential of delaying involvement of certain Program participants in the Program until the risk is mitigated and resolved to the reasonable satisfaction of Outfitter;
- When Client returns Program participant and/or Program chaperone information, waiver and/or medical forms after the Packet Due Date, it is understood and agreed by both Client and Outfitter that Outfitter may be unable to accommodate the medical needs and any individual needs of any and all Program participants or Program chaperones where forms are received late;
- Designate certain individuals and/or entities as "on-call personnel," who will be contacted by Outfitter in the event of an emergency or evacuation during the Program (the "On-Call Personnel"). By the Packet Due Date, Client will notify Outfitter of the designated On-Call Personnel, and provide Outfitter with the contact information and location of the On-Call Personnel;

Additional Responsibilities. Client and Outfitter each acknowledge and agree that additional responsibilities, in addition to those listed above, may be required of both Client and Outfitter before, during and after the Program. Similarly, certain responsibilities listed above may not apply to the current Program. In order to effectuate the intent of this Agreement and to provide the Program as agreed, in the most efficient manner, Client and Outfitter each agree to comply with any and all reasonable requests related to the addition and/or removal of Client and/or Outfitter responsibilities. Should any of the responsibilities listed above

with regard to Outfitter or Client not apply or not be necessary to the current Program, either Outfitter or Client will advise the other party of such removal of responsibility as soon as practicable.

Medical Form & Waiver. Program Paperwork including waivers and medical forms may be available to the Client in digital form. Digital outdoor education forms must be completed fourteen (14) days prior to the Program (the "Packet Due Date").

Mail All Program Participant and Program Chaperone Medical Forms and Waivers Using a Tracked Carrier To:

Positive Adventures, LLC
Attention: Outdoor Education Department
4907 Morena Blvd, Suite 1401
San Diego, CA 92117

Compensation: Client agrees to pay the fees to Outfitter as provided on Exhibit A attached hereto and incorporated herein.

Emergency Contact: Outfitter's emergency contact number is 858-239-4400. Client will provide emergency contact phone number(s) for its On-Call Personnel to Outfitter by the Packet Due Date.

Cancellation: In the sole discretion of the Outfitter, Outfitter reserves the right to substitute Program offerings, venues, or activities due to weather, natural disasters, program participant and/or Client readiness, or any and all other unforeseen circumstances including Force Majeure events. In the event the Program is canceled for reasons listed above or otherwise, Outfitter will substitute a different location or day-trips on the same dates as the originally scheduled program. Client acknowledges and agrees that Outfitter incurs an increasing amount of expenses as the scheduled Program approaches, including expenditures related to business overhead, regardless of whether the Program takes place. If prior to cancellation Outfitter incurs any non-refundable expenditures, the Client will be invoiced for these amounts.

Client and Outfitter agree to the following refund schedule if either party cancels the scheduled Program and/or Program service, including due to a Force Majeure event:

- The Deposit is non-refundable;
- In the event of a government-ordered lockdown due to pandemic or other circumstances that make it impossible for Outfitter to substitute trips, the Deposit may be transferred to a new date(s) within 6 months of the originally scheduled program.
- For any change to the Program more than thirty (30) days before the Program start date, the Outfitter will retain or invoice Client for any additional charges incurred by the Outfitter related to the additions and/or changes made to the Program by Client;
- In the event the Program is canceled with less than thirty (30) days' notice, Client must pay the total Program fee, including any additional charges incurred by Outfitter related to the additions and/or changes made to the Program by Client.

Authority. Outfitter provides the Services as an independent contractor. Notwithstanding anything to the contrary in this Agreement, neither Client nor Outfitter may bind the other in any way, whether orally or in writing. The parties acknowledge that neither Outfitter nor any agent, employee, officer, representative or independent contractor of or retained by Outfitter is or may be deemed to be an employee, partner, joint venturer or agent of or with Client by reason of this Agreement.

Other Vendors. Client agrees that Outfitter may arrange for independent contractors and third-party vendors to provide certain services to Client. While Outfitter ensures that all Outfitter staff that are brought into contact with Client's students during the Program will have satisfactorily passed a background check for criminal records, including sexual abuse and molestation, and completed a live scan biometric fingerprint screen, Outfitter does not represent, and Client expressly acknowledges, that any and all independent contractors and/or third party vendors brought by Outfitter into contact with the Client will have satisfactorily passed a background check for criminal records including sexual abuse and molestation or completed a live scan biometric fingerprint screen.

Confidentiality. From time to time during the Term of this Agreement, either party (as the "Disclosing Party") may disclose or make available to the other party (as the "Receiving Party") information about its business affairs, products/services, confidential

intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information shall not include information that, at the time of disclosure: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Party or any of its directors, officers, employees, agents, advisors or consultants ("Representatives"); (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its Representatives prior to being disclosed by or on behalf of the Disclosing Party; (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information; or (v) is required to be disclosed pursuant to applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.

The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Section caused by any of its Representatives. On the expiration or termination of this Agreement, the Receiving Party shall promptly return, and shall require its Representatives to return to the Disclosing Party all copies, whether in written, electronic or other form or media, the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. In addition to all other remedies available at law, the Disclosing Party may seek equitable relief against the Receiving Party and its Representatives to prevent the breach or threatened breach of this Section. The terms of this Agreement are in addition to the terms of any separate non-disclosure agreement in effect between the parties, and in the event of any inconsistency between the terms of such agreements, those terms which are most protective of the Confidential Information shall prevail.

Insurance and Indemnification. Client will fully defend, indemnify, and hold harmless (collectively "indemnify" and "indemnification") Outfitter and its directors, officers, employees, agents, and any and all affiliates (collectively, "Indemnified Parties") from and against all third-party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and costs), arising out of or relating to the Program, in each case whether or not caused by the negligence of Outfitter or any other Indemnified Party and whether or not the relevant claim has merit, except for third party claims that directly arise out of Program Services that are staffed, supervised, or controlled directly and solely by Outfitter.

Outfitter will fully defend, indemnify, and hold harmless (collectively "indemnify" and "indemnification") Client and its directors, officers, employees, agents, and any and all affiliates (collectively, "Indemnified Parties") from and against all third-party claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and costs) directly caused by the negligence of Outfitter and whether or not the relevant claim has merit, except for claims that arise out of Program services that are staffed, supervised or controlled by Client or where Outfitter personnel are not present or responsible for Client (i.e. free time, after 8:30 pm, overnight, and morning before 8 am).

Insurance.

- Ten (10) days prior to the start of Program, certificates of insurance evidencing the following will be provided by each respective party to the other, and shall evidence the continuous and uninterrupted insurance coverage throughout the term of the Program(s). Both parties shall list the other as an "additional insured," including a mutual waiver of subrogation unless specifically modified below.
- All insurance policies to be written on an "occurrence form."
- Each insurance policy shall name the respective party as an additional insured, with the exception of the workers compensation policy, which will provide evidence of the coverage.
- Insurance carriers shall be California admitted and rated by the most current edition of AM Best at least A- / IX.

- Commercial General Liability insurance policy limits must be at least \$2 Million each occurrence and \$4 Million annual aggregate, and must cover all activities, programs, products, and completed operations of the insured. There must be no exclusion for sexual abuse or molestation. Policy limits for sexual abuse and molestation will meet all district requirements.
- Commercial Automobile insurance policy with a minimum limit of \$1 Million combined single limit.
- Evidence of California Workers' Compensation insurance coverage, including a waiver of subrogation in favor of Client is also required. Outfitter shall also require all of its subcontractors, vendors, independent contractors to maintain the same types and limits and extensions of insurance required of Outfitter under this contract.
- Copies of insurance policies may be requested by either party.
- No insurance policy may be cancelled without thirty (30) days' prior written notice to the other party to this Agreement.
- Since it is believed to be a responsibility of participants, Outfitter does not provide health, medical, dental, vision, or accident insurance to cover Program participants. Program participants who are not covered by other policies are encouraged to purchase trip insurance for the duration of the Program.

Permits/Licenses. Outfitter agrees to secure and maintain in force all permits and licenses required by law for the provision of the services in the Agreement.

Affirmative Action Employment. Outfitter and Client agree not to engage in unlawful discrimination or harassment in employment of persons of any protected class.

Warranties and Disclaimer. OUTFITTER PROVIDES THE SERVICES "AS-IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY DISCLAIMED. OUTFITTER DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE, VALIDITY, ACCURACY, OR RELIABILITY OF THE SERVICES, OR THAT THE SERVICES WILL YIELD ANY PARTICULAR RESULT. Client represents and warrants that all Confidential Information provided by Client to Outfitter in connection with the Services are owned by Client and Outfitter's use of Confidential Information will not violate or infringe upon the intellectual property or proprietary rights of any third party or violate any law, rule or regulation.

Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT WILL OUTFITTER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR EXPENSES OR LOST PROFITS (REGARDLESS OF HOW CHARACTERIZED AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTORY LIABILITY OR OTHERWISE). IN NO EVENT WILL OUTFITTER'S LIABILITY TO CLIENT OR ANY THIRD PARTY EXCEED (IN THE AGGREGATE) THE AMOUNT PAID BY CLIENT TO OUTFITTER FOR SERVICES RENDERED.

Governing Law and Venue. This Agreement is governed by and construed in accordance with the laws of the State of California.

Venue and Jurisdiction. All actions and proceedings arising in connection with this Agreement must be tried and litigated exclusively in the state and federal courts located in San Diego County, California. Prior to litigating or formally arbitrating any dispute arising out of this Agreement, Outfitter and Client agree to first meet and confer within seven (7) day of receiving notice of a dispute and work together to resolve the dispute informally. If such meet and confer efforts are not successful, the parties may mutually agree to submit any dispute arising out of this Agreement to mediation and proceed to arbitration or litigation only if mediation is unsuccessful.

Counterparts and Exhibits. This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one document. Signature pages to this Agreement may be delivered to a party by fax, pdf or similar electronic means and such pages shall constitute an original for all purposes under this Agreement. All exhibits attached to and referenced in this Agreement are incorporated into this Agreement.

Attorneys' Fees. The prevailing party(ies) in any litigation, arbitration, mediation, bankruptcy, insolvency or other proceeding ("Proceeding") relating to the enforcement or interpretation of this Agreement may recover from the non-prevailing party(ies) all costs, expenses, and reasonable attorney's fees (including expert witness fees and other reasonable fees and costs) relating to or

arising out of (i) the Proceeding (whether or not the Proceeding proceeds to judgment), and (ii) any post-judgment or post-award proceedings, including, without limitation, one to enforce or collect any judgment or award resulting from the Proceeding and all appeals. All such judgments and awards must contain a specific provision for the recovery of all such subsequently incurred costs, expenses, and actual attorneys' fees.

Modification. This Agreement may only be materially modified in a writing executed by both parties.

Headings. The paragraph headings in this Agreement: (i) are included only for convenience, (ii) do not in any manner modify or limit any of the provisions of this Agreement, and (iii) may not be used in the interpretation of this Agreement.

Prior Understandings. This Agreement and all documents specifically referred to and executed in connection with this Agreement: (i) contain the entire and final agreement of the parties to this Agreement with respect to the subject matter of this Agreement, and (ii) supersede all negotiations, stipulations, understandings, agreements, representations, and warranties, if any, with respect to such subject matter that precede the execution of this Agreement.

Partial Invalidity. Each provision of this Agreement is valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement (or the application of such provision to any person or circumstance) is or becomes invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected by such invalidity or unenforceability unless such provision or the application of such provision is essential to this Agreement.

Successors-in-Interest and Assigns. Outfitter may, without the consent of Client, assign this Agreement or delegate the performance of all or part of its obligations and duties hereunder, to an Affiliate of Outfitter. This Agreement may not be otherwise assigned without the written consent of both parties, which will not be unreasonably withheld. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under this Agreement on any person or party other than the parties hereto and their respective successors and assigns. As used herein, the term "Affiliate" shall mean any corporation or other business entity controlled by, controlling or under common control with such party.

Notices. Any Notice or other communication required under this Agreement ("Notice") must be in writing. Notice is duly given to another party upon: (i) hand delivery to the other party, (ii) receipt by the other party when sent by email to the address and number for such party set forth below (provided, however, that the Notice is not effective unless a duplicate copy of the email Notice is promptly given by one of the other methods permitted under this paragraph), (iii) three (3) business days after the Notice is deposited with the United States Postal Service as first-class, certified mail, return receipt requested, postage pre-paid, and addressed to the party as set forth below, or (iv) the next business day after the Notice is deposited with a reputable overnight delivery service, postage pre-paid, addressed to the party as set forth below with next-business-day delivery guaranteed, provided that the sending party receives a confirmation of delivery from the delivery service provider.

To Outfitter: Positive Adventures, LLC
 Attn: Positive Adventures CEO
 4907 Morena Blvd, Suite 1401
 San Diego, CA 92117
 Melissa@positiveadventures.com

To Client: Oxnard School District
 Attn: Ginger Shea
 1051 South A Street
 Oxnard, CA 93030
 805-636-6705
 gshea@oxnardsd.org

Waiver. Any waiver of a default or provision under this Agreement must be in writing. No such waiver constitutes a waiver of any other default or provision concerning the same or any other provision of this Agreement. No delay or omission by a party in

the exercise of any of its rights or remedies constitutes a waiver of (or otherwise impairs) such right or remedy. A consent to or approval of an act does not waive or render unnecessary the consent to or approval of any other or subsequent act.

Drafting Ambiguities. Each party to this Agreement has reviewed and revised this Agreement and has had the opportunity to have such party's legal counsel review and revise this Agreement. The rule of construction that ambiguities are to be resolved against the drafting party or in favor of the party receiving a particular benefit under an agreement may not be employed in the interpretation of this Agreement or any amendment to this Agreement.

Third Party Beneficiaries. Nothing in this Agreement is intended to nor shall confer any rights or remedies on any person or entity other than the parties to this Agreement and their respective successors-in-interest and permitted assignees.

Force Majeure. The obligations of Outfitter hereunder shall be excused during any period of delay caused by matters such as strikes; acts of God; pandemics; epidemics; natural disasters including, but not limited to fires and floods; shortages of raw material or power; governmental actions or compliance with governmental requirements, whether voluntary or pursuant to order; or any other matter beyond the reasonable efforts of Outfitter to control.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last written below.

[Continued on following page]

Signors are authorized by the parties to sign for the organizations:

For Positive Adventures, LLC:



Signature

Jered Cherry

Name

Managing Director/Owner

Title

4/24/2023

Date

For Oxnard School District:



Signature

Lisa A. Franz

Name

Director, Purchasing

Title

4-21-2023

Date

EXHIBIT A

Compensation:

Summer 2023 Programming

Overnight Retreats:

Client shall pay US \$450 per student, \$325 per chaperone for each Program. The minimum fee for each Program is US \$28,950.00 per retreat (60 students/6 chaperones) (the "Minimum Program Tuition"). \$450 for each additional student and \$325 for each additional chaperone.

Total Minimum tuition for 3 Overnight Retreats: \$86,850.00

Summer Day Camps:

Client shall pay US \$500 per student, \$200 per chaperone for each Program. The minimum fee for this Program is US \$46,200.00 per week (90 students, 6 chaperones) (the "Minimum Program Tuition"). \$500 each additional student and \$200 each additional chaperone.

Total Minimum Tuition for 3 Summer Day Camps: \$138,600

Minimum Program Tuition Total for Summer 2023: \$225,450.00

***Additional Session- August 8th-11th may be added before April 30th, 2023.

If any additions or changes are made before or during the Program, and additional charges are incurred by Outfitter related to the additions and/or changes made to the Program, an invoice shall be provided by Outfitter to Client immediately after the Program (the "Additional Charges Invoice"). The Additional Charges Invoice provided after the Program, if applicable, will include costs associated with any and all additional Program participants over the required minimum, as well as any and all activity fees for any Program activities requested by Client that are above and beyond the scope of this Agreement. Where required by law, appropriate sales tax will be charged to taxable items.

Payment of the Additional Charges Invoice, if applicable, shall be due by Client within two weeks of the date of the Additional Charges Invoice.

Payment Schedule: A copy of this signed Agreement, received by the Outfitter at the address listed above by no later than March 31st shall reserve the Program dates and venue identified at the top this Agreement. Client agrees to pay a non-refundable deposit ("First Deposit") upon signing and agrees to the following payment schedule for each Program:

Deposit Type	Amount Due	Due Date
First Deposit/Payment	\$112,725.00	Pending Board Approval
Second Payment	\$112,725.00	June 15th, 2023
Total Payment	\$225,450.00	June 15th, 2023

Remit Payment to:

Positive Adventures, LLC
4907 Morena Blvd, Suite 1401
San Diego, CA 92117

Late Fee Penalty: If the total \$225,450.00 Minimum Program Tuition is not received by the balance due date indicated in the above payment schedule, a 18 percent (18%) annum, or the maximum allowed by law, late charge shall be added each week to the balance due until the full Minimum Program Tuition is received. If an Additional Charges Invoice is issued by Outfitter to Client, and the balance of the Additional Charges Invoice is not paid within two weeks of Client's receipt, an eighteen percent

(18%) annum, or the maximum allowed by law, late charge will be added each week to the balance of the Additional Charges Invoice until the balance is paid.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #23-81 – Istation (Fox)

Istation will provide virtual and in-person Professional Development for DLI teachers at 11 sites during the 2023-2024 school year.

Term of Agreement: August 25, 2023 through June 30, 2024

FISCAL IMPACT:

Not to Exceed: \$20,000.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Acting Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #23-81 with Istation.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-81, Istation \(4 Pages\)](#)

[Quote #Q-53884-1 \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



**Superheroes
Can Do Anything!**



Every Student Deserves to Feel Powerful!

Discover hidden strengths with dynamic intervention and instruction.

Quote Q-53884-1

Prepared For:

Oxnard School District

1051 S A St

Oxnard, CA

93030-7442

United States

Your Istation Partner:

Zachary Honadel

Account Executive

zhonadel@istation.com

+1 7152710590



BBB Rating: A+



8150 North Central Expressway, Suite 2000
 Dallas, TX 75206
 Phone: 1-866-883-READ (7323)
 Email: orders@istation.com

Quote: Q-53884-1
Prepared For: Oxnard School District
Expires On: 8/31/2023

DISCLAIMER: Pricing is as quoted and subject to change with any edits to bundle configurations, enrollment updates, or other revisions. Taxes in particular, if applicable, should be verified before issuing any PO.

Custom Professional Learning Services Custom Professional Learning support possibly including on-boarding, agreed upon number of data consultations, and additional assistance as needed by a designated Implementation Specialist for new or continued Istation supporters. Must be used in current professional development term.

QTY	PRODUCT	Start Date	Months	End Date	CAMPUS	PRICE
1	Custom Professional Learning Services	8/1/2023	12	6/30/2024		\$20,000.00
Custom Professional Learning Services TOTAL:						\$20,000.00

SUBTOTAL: \$20,000.00
TAX (if applicable):
CUSTOMER TOTAL: \$20,000.00

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-88 – Maxim Healthcare Services Inc. (DeGenna/Jefferson)

Maxim Healthcare Services Inc. will provide supplemental staffing to the Special Education Department on an “as needed” basis. Maxim Healthcare Services Inc. will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. The Special Education Department will provide orientation, support, facilities, and training for the following service providers:

- Speech Language Therapist
- Behavior Technicians
- Occupational Therapist
- Psychologist
- LVN

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$1,705,000.00 – Special Education Funds

RECOMMENDATION:

It is recommended by the Director, Special Education Services, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-88 with Maxim Healthcare Services Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-88, Maxim Healthcare Services Inc. \(15 Pages\)](#)
[Rate Sheet \(1 Page\)](#)



SERVICES AGREEMENT

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ by and between Oxnard School District (hereinafter referred to as "District") and _____, (hereinafter referred to as "Provider.")

PROVIDER.

Provider

Telephone Number

Street Address

Fax Number

City, State, Zip code

E-mail Address

Tax Identification or Social Security Number

License Number (if applicable)

- A. District desires to engage Provider services as more particularly described on "Statement of Work" which is attached hereto and incorporated herein by this reference ("Services").
- B. Provider has the necessary qualifications by reason of training, experience, preparation and organization, and is agreeable to performing and providing such Services, upon and subject to the terms and conditions as set forth below in this Agreement.

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

1. **CONDITIONS.** Provider will have no obligation to provide services until District returns a signed copy of this Agreement.
2. **NATURE OF RELATIONSHIP.** The parties agree the relationship created by this Agreement is that of independent contractor. In performing all of the Services, Provider shall be, and at all times is, acting and performing as an independent contractor with District, and not as a partner, coventurer, agent, or employee of District, and nothing contained herein shall be construed to be inconsistent with this relationship or status. Provider is not granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of District or to bind the District in any manner. Except for any materials, procedures, or subject matter agreed upon between Provider and District, Provider shall have complete control over the manner and method of performing the Services.

Contract Number

Provider understands and agrees to independent contractor status. Provider understands and agrees that the filing and acceptance of this Agreement creates a rebuttable presumption and that the Provider, officers, agents, employees, or subcontractors of Provider are not entitled to coverage under the California Workers' Compensation Insurance laws, Unemployment Insurance, Health Insurance, Pension Plans, or any other benefits normally offered or conveyed to District employees. Provider will be responsible for payment of all Provider employee wages, payroll taxes, employee benefits, and any amounts due for federal and state income taxes and Social Security taxes. These taxes will not be withheld from payments under this agreement.

3. **NON-EXCLUSIVITY.**

- a. During the term of this agreement Provider may, independent of Provider's relationship with the District, without breaching this Agreement or any duty owed to the District, act in any capacity, and may render services for any other entity.
- b. During the term of this Agreement the District may, independent of its relationship with the Provider, without breaching this Agreement or any duty owed to the Provider contract with other individuals and entities to render the same or similar services to the District.

4. **SERVICES.** Provider shall provide District with the services, which are described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference. The Statement of Work shall contain a timetable for completion of the Work or if the Work is an ongoing service, the Statement of Work shall set forth the mutually agreed schedule for providing such services. Provider shall use its best efforts to complete all phases of the Work according to such timetable. In the event that there is any delay in completion of the Work arising as a result of a problem within the control of District, Provider and District shall cooperate with each other to work around such delay. However, District shall not be responsible for any additional cost or expense to Provider as a result of such delay unless specifically agreed to in writing by the District. In addition to the specifications and/or requirements contained in the Statement of Work and any warranty given by Provider hereunder, the Statement of Work may set forth those performance criteria agreed between District and Provider whereby the District can evaluate whether Provider has satisfactorily completed the Work ("Performance Criteria").

District, at District's sole cost and expense, shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to meet its obligations under this Agreement. No substitutions of materials or service from those specified in this section shall be made without the prior written consent of the District.

5. **TIME OF PERFORMANCE.** The term of this Agreement shall commence on _____, 20____, and terminate on _____, 20____. All work and services contracted for under the terms of this Agreement shall be undertaken and completed in such sequence as to assure their full completion in accordance with the terms and conditions set forth in this Agreement.

6. **PAYMENT AND EXPENSES.** All payments due to Provider are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference.

Provider shall send District periodic statements indicating Provider's fees and costs incurred and their basis and any current balance owed. If no Provider's fees or costs are incurred for a particular time period,

or if they are minimal, the statement may be held by the Provider and combined with that for the following time period unless a statement is requested by the District.

All payments due Provider are set forth in "Schedule of Fees" and shall be paid by the District within 30 days of receipt of a proper, undisputed invoice from Provider, which invoice shall set forth in reasonable detail the services performed. The District reserves the right, in its sole and absolute discretion, to reject any invoice that is not submitted in compliance with the District's standards and procedures. In the event that any portion of an invoice submitted by a Provider to the District is disputed, the District shall only be required to pay the undisputed portion of such invoice at that time, and the parties shall meet to try to resolve any disputed portion of any invoice.

The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between Provider and District.

7. **ASSIGNMENT AND SUBCONTRACTORS.** Provider shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the prior written consent of the District, which may be withheld by the District in its sole and absolute discretion for any reason. Nothing contained herein shall prevent Provider from employing independent associates, subcontractors, and sub-consultants as Provider may deem appropriate to assist in the performance of services herein, subject to the prior written approval of the District. Any attempted assignment, sublease, or transfer in violation of this Agreement shall be null and void, and of no force and effect. Any attempted assignment, sublet, or transfer in violation of this Agreement shall be grounds for the District, in its sole discretion, to terminate the Agreement
8. **TERMINATION OR AMENDMENT.** This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 60 days advance written notice. In the event of cancellation prior to completion of the specified services, all finished or unfinished projects, documents, data, studies, and reports prepared by the Provider under this agreement shall, at the option of the District, become District property. The Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such items prior to termination of the Agreement.

The parties to this Agreement shall be excused from performance thereunder during the time and to the extent they are prevented from obtaining, delivering, or performing due to act(s) of God. Satisfactory evidence thereof to the other party is required, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

9. **NOTICE.** Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns, and may be given by:
 - a. Personal delivery;
 - b. Overnight commercial courier;
 - c. Certified or registered prepaid U.S. mail, return receipt requested; or
 - d. Electronic mail or electronic facsimile transmission; provided that if given electronically, an additional copy shall also be delivered by a, b, or c, above.

If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

_____	_____
District	Provider
Attn: _____	Attn: _____
_____	_____
Street	Street
_____	_____
City, State, Zip Code	City, State, Zip Code

10. **WARRANTY.** Provider hereby warrants to District that the Work shall be performed in a professional and workmanlike manner consistent with the highest industry standards. For a period of one (1) year following completion of the Work, Provider shall correct or make arrangements to correct any breach of the warranty for the Work within ten (10) business days of notice from District of same.
11. **ADDITIONAL WORK.** If changes in the work seem merited by the Provider or the District, and informal consultations with the other party indicate that a change is warranted, it shall be processed by the District in the following manner:
 - a. A letter outlining the changes shall be forwarded to the District by the Provider with a statement of estimated changes in fee and/or time schedule.
 - b. A written amendment to this Agreement shall be prepared by the District and executed by all of the parties before any performance of such services or the District shall not be required to pay for the increased cost incurred for the changes in the scope of work.

Any such amendment to the Agreement shall not render ineffective or invalidate unaffected portions of this Agreement.

12. **COMPLIANCE WITH LAWS.** Provider hereby agrees that Provider, officers, agents, employees, and subcontractors of Provider shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including, but not limited to minimum wages laws and/or prohibitions against discrimination. Without limiting the generality of the foregoing, Provider shall complete the conflict of interest certification on **Exhibit C**.

Provider, officers, agents, employees and/or subcontractors of Provider shall secure and maintain in force for the full term of this Agreement, at Provider's sole cost and expense, such licenses and permits as are required by law, in connection with the furnishing of all the Services, materials, or supplies necessary for completion of the Services described.

13. **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

14. **INDEMNIFICATION.** To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses,, including but not limited to, legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, customers or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, customers or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Indemnification do not apply to any damage or losses caused solely by the negligence of the District or any of its governing board, officers, agents, employees and/or volunteers.

15. **INSURANCE.** Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, the following General Liability Insurance coverage:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Individual, Sole Proprietorship, Partnership, Corporation, or Other	\$ 1,000,000.00	\$ 2,000,000.00

- f. If the Provider or Provider’s subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Provider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.
- g. Provider’s and any and all subcontractors’ insurance is primary and will not seek contribution from any other insurance available to the district.
- h. Certificates of Insurance. Provider and any and all subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than Fifteen (15) days prior to commencing work for the District, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- i. Endorsements. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance; Commercial Automobile Insurance; Liability Excess, Umbrella and/or Reinsurance; and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
- 1) General Liability
 - Facilities Rental or Lease: CG 20 11 10 01;
 - Most Other services: CG 20 26 10 01.
 - 2) Primary, Non-Contributory
 - CG 20 01 01 13
 - 3) Waiver of Subrogation
 - CG 24 04 05 09
 - 4) Commercial Automobile Liability
 - CA 20 48 10 13
- j. Provider’s and any and all Provider subcontractor’s Commercial General Liability insurance shall provide a list of endorsements and exclusions.
- k. Deductibles. Any deductible(s) or self-insured retention(s) applicable to the insurance and/or coverage required by the foregoing provisions of this agreement must be declared to and approved by the District. Provider shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. In the event that Provider’s deductibles or self-insured retentions collectively total more than \$50,000.00, District reserves the right to request proof of Provider’s financial solvency in relation to remittance thereof or require Provider to post a bond guaranteeing payment of the deductible, or both.
- l. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.
- m. Insurance written on a “claims made” basis is to be renewed by the Provider and all Provider subcontractors for a period of five (5) years following termination of this Agreement. Such insurance

must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the provider for all claims made.

- n. Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

- 16. **SAFETY AND SECURITY**. Provider shall be responsible for ascertaining from the District all of the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

Without limiting the generality of the foregoing, Provider shall comply with any applicable fingerprinting/criminal background investigation and tuberculosis clearance requirements of the California Education Code and shall provide the certifications on **Exhibit C** prior to performance of any Services.

- a. **On Site Services; Student Data Access**. If services require Provider to access any District facility, transport or interact in any manner (including through an app or other electronic means) with District students, or access student data, Provider and any and all subcontractors are required to comply with Education Code section 45125.1, Fingerprint certification requirements. Provider must provide proof that fingerprint certification requirements have been fulfilled prior to commencing any services for the District under this Agreement.

Provider shall certify in writing to the school district that neither the Provider nor any of its employees, agents, representatives or subcontractors who are required to submit or have their fingerprints submitted to the Department of Justice and who may interact with any District student outside the direct supervision and control of a District employee or that student's parent or legal guardian have been convicted of a felony.

- b. **Other Services**. If Provider will not provide any services on site or have access to any student data or interact with any District student in connection with the Services, then, Provider and its subcontractors are not required to comply with Education Code section 45125.1 background check requirements. However, Provider must still complete **Exhibit C** to specify that these requirements are not applicable.
- c. **Tuberculosis Risk Assessment requirements (Education Code section 49406)**. Providers who may have more than limited contact with District students (including any Providers who provide in person tutoring or who provide any transportation services to students) are required to cause to be on file with the District a certificate from an examining physician showing that Provider, employees and/or sub providers of Provider have been examined and found free from active tuberculosis.

- 17. **GOVERNING LAW AND VENUES**. Provider hereby acknowledges and agrees that District is a public entity, which is subject to certain requirements and limitations. This Agreement and the obligations of District hereunder are subject to all applicable federal, state and local laws, rules, and regulations, as currently written or as they may be amended from time to time.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California. Provider hereby waives and expressly agrees not to assert, in any way, any claim or allegation that it is not personally subject to the jurisdiction of the courts named above. Provider further agree to waive any claim or allegation that the suit, action, or proceeding is either brought in an inconvenient forum or that the related venue is improper.”

18. **DISPUTE RESOLUTION.**

- a. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.
- b. If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding section 19, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.
- c. If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County or other mutually agreed location pursuant to the rules of the American Arbitration Association (AAA), as amended or as augmented in this Agreement (the "Rules"). The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute.

Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorneys' fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award.

All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within 30 days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind.

The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters, which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 2031. The deposition notice shall conform to Code of Civil Procedure section 2025. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure sections 2025 and 2031.

19. **ATTORNEYS FEES.** In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding

20. **DOCUMENT RETENTION.** After Provider's services to District conclude, Provider shall, upon the District's request, deliver all documents for all matter in which Provider has provided services to the District, along with any property of the District in Provider's possession and/or control. If the District does not request District's document(s) for a particular service, Provider will retain document(s) for a period of two (2) years after the service has ended. If District does not request delivery of the document(s) for the service before the end of the two (2) year period, Provider will have no further obligation to retain the document(s) and may, at Provider's discretion, destroy it without further notice to the District. At any point during the two (2) year period, District may request delivery of the document(s).

Exceptions: Attorney work-product and medical records shall not be destroyed by provider without the prior written consent of the District.

21. **NATURE OF AGREEMENT.** This Agreement constitutes a binding expression of the understanding of the parties with respect to the services to be provided hereunder and is the sole contract between the parties with respect to the subject matter thereof. There are no collateral understandings or representations or agreements other than those contained herein. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto; provided that the District may not be bound by any term or condition incorporated by reference (including references to any link, website or electronic document) into any document prepared by or provided to District by Provider, including any license, purchase order or other instrument.

For the avoidance of any doubt, Provider is hereby informed that any and all terms or conditions of use of any web-based service or application must be presented in PDF format to the Board of Trustees and may not be unilaterally altered by Provider during the Term of this Agreement.

THE BODY OF THIS AGREEMENT MAY NOT BE EDITED OR ALTERED BY PROVIDER.

22. **BINDING EFFECT.** This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.
23. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless such waiver is in writing.
24. **SEVERABILITY.** It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.
25. **PARAGRAPH HEADINGS.** The headings of paragraphs hereof are inserted only for the purpose of convenient reference. Such headings shall not be deemed to govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof, nor shall they otherwise be given any legal effect whatsoever.
26. **AUTHORITY.** Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
27. **COUNTERPART EXECUTION: ELECTRONIC DELIVERY.** This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission, and shall have the same legal effect as an “ink-signed” original.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above. By signing below, Provider certifies that it has not altered any provision of the body of this Agreement.

OXNARD SCHOOL DISTRICT

District

Provider

By:

Signature

Signature

Name

Name

Title

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

WORK SCHEDULE:

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ _____
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ _____
Deposit	\$ _____
Balance Due after Completion of Services	\$ _____

Proper invoicing is required. Receipts for expenses are required. Canceled checks are not accepted as receipts.

PAYMENT SCHEDULE:

Invoices/Time Sheets to be submitted monthly to cgaribay@oxnardsd.org and accountspayable@oxnardsd.org. Terms are Net 30.

ADDITIONAL COSTS OF EXPENSES:

N/A

EXHIBIT C
REQUIRED CERTIFICATIONS

Services Agreement Dated: _____, 2023

Provider: _____

I. Fingerprinting/Criminal Background Certification (Education Code Section 45125.1)

Provider and its subconsultant's and their employees, agents and representatives (each, a "Provider Party") are required to submit fingerprints to the California Department of Justice (CDOJ) if they may interact with any student outside of the immediate supervision and control of the student's parent or guardian or a District employee in connection with the Services. Provider certifies to the Superintendent and the Board of Trustees of the District that it is, or prior to providing any Service under this Agreement will be, in compliance with the requirements of Education Code section 45125.1, as follows (Provider to check one box):

- Provider will ensure that any Provider Party who: (a) might access a District facility and/or interact with a District pupil in any manner (including through an educational app or cloud-based system) outside of the immediate supervision and control of the student's parent or guardian or a District employee OR (b) who was identified by District as a person requiring clearance pursuant to §45125.1(c) has, prior to providing any Service, submitted fingerprints to the CDOJ and that Provider has received from the CDOJ a valid criminal records summary as described in §44237 for said Provider Party. Provider will not allow any person who has been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code §1192(c) to provide any Service. Provider will not allow any such Provider Party to perform any Service until Provider ascertains that the CDOJ has cleared that person and a record compliant with Education Code § 45125.1 is on file with Provider.
- The fingerprinting requirements **do not apply** because the Services are being provided on an emergency or exceptional situation as contemplated under section § 45125.1(b).
- The fingerprinting requirements **do not apply** because Provider Parties will have no opportunity to interact with a District students in any manner because: (i) no school-site Services or Services concerning student records will be provided; and/or (ii) the Services will be provided at a school site while students are not present (vacant, under construction etc.).

By signing below I certify, under penalty of perjury, that: (i) I am an authorized representative of Provider qualified to provide this Certification; (ii) the information above concerning compliance with Education Code Section 45125.1 is accurate and complete as of the date hereof; and (iii) during the term, I will immediately inform District if any CDOJ report is changed or updated with respect to Provider Party. Documents provided by the CDOJ will be retained by Provider and available for inspection by District or its representative(s) upon request.

Name/ Title of Authorized Representative

Signature/ Date

II. Tuberculosis Risk Assessments Certification (Education Code Section 49406). With respect to Education Code § 49406, I do hereby *certify, represent and warrant* to District's Superintendent and Board of Trustees as follows (Provider to check the applicable statement below):

- Provider Parties, any subconsultants, and any respective employees, representatives or agents will, in connection with the provision of Services under this Agreement, have **only limited or no contact** with any District student(s).
- Provider Parties may, in connection with the provision of Services, have more than limited contact with District students. Therefore, the Provider has for each such Provider Party: (A) obtained and filed proof on completion of the required TB risk assessment(s) and (B) if deemed necessary by a physician/surgeon, obtained and filed copies of their TB examination(s), all in compliance with the provisions of Education Code § 49406. Provider will maintain a current list of all such Provider Parties and will provide a copy to District upon request.

By signing below I certify, under penalty of perjury, that I am an authorized representative of Provider qualified to provide this Certification, that the information above concerning compliance with Education Code § 49406 is accurate and complete as of the date hereof, and that, during the Term, I and all Provider Parties will satisfy all applicable tuberculosis clearance requirements before having more than limited contact with District students.

Name/ Title of Authorized Representative

Signature/ Date

III. Conflict of Interest Certification

The Provider represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner with District or with the performance of the Services. Provider understands that District will not engage any person having such conflict of interest to perform the Services. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of conflict of interest laws, it shall immediately inform the District's designated representative and provide all information needed for resolution of this question.

Provider Initials: _____

ATTACHMENT "A"
CUSTOMER REQUESTED PERSONNEL AND RATES - May 08, 2023

School Work Site. This "Attachment A" shall apply to the following School Work Site(s):

Work Site Name	Address	Work Site Contact
ALL WORK SITES		

Base Rates. Base Rates for the following positions shall apply. Where Base Rate on "Attachment C" is differing, "Attachment C" shall control.

Positions	Rate \$ (per hour)
BCBA	\$130
Behavioral Technician	\$52
LVN	\$70
Para Educator/Instructional Aide	\$37
CNA	\$45
COTA	\$70
School Psychologist	\$130
Instructional Aide/Para Educator	\$37
OT/PT	\$115
SLP	\$120-\$150
SPED Teacher	\$92
SLPA	\$90
RN	\$90-\$110
Social Worker	\$100-\$115

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-102 – Acceleration Behavioral Therapies (DeGenna/Jefferson)

Acceleration Behavioral Therapies will provide consultant services to the Special Education Department during the 2023-2024 school year. Services to include applied behavioral therapy and related services, including direct behavioral intervention, development, implementation, and supervision for students as requested or assigned by their school for services.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$500,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-102 with Acceleration Behavioral Therapies.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-102, Acceleration Behavioral Therapies \(4 Pages\)](#)
[Rate Sheet \(1 Page\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer

Signature

Date

Oxnard School District

Director, Purchasing

Signature

Date



Acceleration Behavioral Therapies

Phone: (818) 356-8106

Fax: (818) 356-8113

Info@AccelerationBT.com

16501 Ventura Blvd., Ste. 400, Encino, CA 91436

California Department of Education / SELPA / School District Chargemaster

School Related Service	Description of ABT staff qualification	Rate (per hour)
BII (Behavior Intervention Implementation)	Are under the supervision of personnel qualified under subdivision (a); and (B) possess a high school diploma or its equivalent; and (C) receive the specific level of supervision required in the pupil's IEP. (see: 5 CCR 3051.23)	\$60.00
BID (Behavior Intervention Development)	master's degree issued by a regionally accredited post-secondary institution in education, psychology, counseling, behavior analysis, behavior science, human development, social work, rehabilitation, or in a related field. (see: 5 CCR 3051.23)	\$85.00

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section C: Academic Agreement

Ratification of Agreement #23-106 – Read.Write.Think., LLC (Fox/Cordes)

Read.Write.Think., LLC will provide twenty-six days of on-site Professional Study in Literacy Consulting for Lemonwood School staff.

Term of Agreement: August 24, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$57,200.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Principal, Lemonwood School, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-106 with Read.Write.Think., LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-106, Read.Write.Think., LLC \(4 Pages\)](#)
[Proposal \(2 Pages\)](#)



Oxnard School District

Short-Term Services Agreement

Use ONLY for low cost, low risk, short-term services – No Sub-Contractors

Requisition Number

Purchase Order Number

Contract Number

This Services Agreement (the "Agreement") is made and entered into _____ by and between the OXNARD SCHOOL DISTRICT (the "Local Educational Agency" or District") and _____, (hereinafter referred to as "Provider"). District and Provider may be referred to herein individually as a "Party" and collectively as the "Parties."

Provider

Telephone Number

Street Address

E-mail Address

City, State, Zip code

Tax Identification or Social Security Number

Services

Description of Services (if more space is needed, attach pages labeled as ATTACHMENT A, which is incorporated herein in full)

Date(s) of Service

Hour(s) of Service

Location

Fees

Compensation for Services

\$ _____

Other Ancillary Cost, as applicable

\$ _____

Total not to Exceed

\$ _____

W-9 received

Payment. District will pay Provider within 30 days after receipt of an invoice, in form and content acceptable to District, and reflecting charges for District approved costs and services performed by Provider and not previously invoiced.

Conditions. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, officers, agents, or employees of Provider are not entitled to any benefits normally offered or conveyed to District employees, including but not limited to coverage under the California Workers' Compensation Insurance laws.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. Provider hereby agrees that Provider, and each of its officers, agents, and employees (each a "Provider Party") shall obey all local, state, and federal laws and regulations in the performance of this Agreement, including but not limited to each of the following laws and regulations, as and if applicable:

- Provider shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

- Provider shall ensure that each Provider Party who is on-site supporting school functions is compliant with all the following laws, if and as applicable:
 - o Fingerprinting / criminal background investigations (see paragraph titled “Fingerprinting, below);
 - o Public Health Department Orders and Guidance or other related mandates related to COVID-19, so long as such Orders and Guidance are in effect during the Term of this Agreement;
 - o Tuberculosis Clearance (Education Code § 49406)

Non-Discrimination and Equal Employment Opportunity. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Confidentiality. Provider agrees to maintain the confidentiality of all District and District-related data, information, and records including but not limited to student identifiable information and employee personnel information pursuant to all California and Federal statutory laws relating to privacy, confidentiality, and information security including but not limited to California Education Code sections 49060 – 49085 and the Family Educational Rights and Privacy Act (FERPA), that currently exist or exist at any time during the term of this Agreement. All such records and information shall be considered confidential and kept confidential by Provider and Provider’s officers, agents, employees, participants, vendors, or customers.

Fingerprinting. Provider shall ensure that Provider and any employee who interacts with students, outside of the immediate supervision and control of the student’s parent or guardian or a school employee, has a current valid criminal records summary as described in California *Education Code* section 44237. If any services will be provided on-site, or through an app or other electronic method that might allow any interaction between any student and Provider shall, prior to commencing any service hereunder, provide the District a Fingerprinting/ Criminal Background Check investigation Certificate, in form and substance satisfactory to the District. While this Agreement is in effect, Provider shall immediately provide any arrest and conviction information it receives concerning any person providing Services hereunder to the District.

Food Vendors. Ventura County Environmental Health Facilities Permit: <https://vcrma.org/consumer-food-protection>

Mobile Food Facility permit Temporary Food Facility permit Exempt – must show documentation

Date checked by school official: _____ initials: _____

Indemnification. To the fullest extent permitted by law, Provider agrees to defend, indemnify, and hold harmless District, its governing board, officers, administrators, managers, agents, employees, successors, assigns, independent contractors and/or volunteers from and against any and all claims, demands, monetary or other losses, loss of use, damages and expenses, including but not limited to, reasonable legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property resulting from bodily injury, illness, communicable disease, virus, pandemic, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, participants, vendors, or customers of Provider, whether such act or omission is authorized by this Agreement or not. Provider also agrees to pay for any and all damage to the real and personal property of the District, or loss or theft of such property, or damage to the Property done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider’s agents, employees, participants, vendors, or customers. The provisions of this Indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the District or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers.

This Indemnification shall survive termination of this Agreement, for any reason whatsoever, and binds each party’s legal representatives, successors, and assigns.

Insurance. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

- a. Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, not less than the following General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, property damage, and personal and advertising injury coverage.

- b. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance including non-owned and leased automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 per accident for bodily injury and property damage

- c. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. Absent proof of Workers' Compensation Insurance, Provider will submit a fully executed Certification of Exemption from Workers' Compensation Insurance, which District in its sole discretion may accept or reject.
- d. Other Coverage as Dictated by the District. If any employee of Provider interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a certificated school employee, Provider shall procure and maintain, during the term of this Agreement, Abuse and Molestation coverage in the amounts of \$2,000,000 per occurrence and \$4,000,000 aggregate.

If professional services are offered, Provider shall procure and maintain, during the term of this Agreement, Professional Liability (Errors and Omissions) insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- e. Provider's insurance is primary and will not seek contribution from any other insurance available to the District. Provider further hereby waives any and all rights of subrogation that it may have against the District.
- f. Certificates of Insurance. Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of insurance will be deemed invalid if proper endorsements are not attached. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.
- g. Endorsements. Provider's Commercial General Liability insurance and Commercial Automobile Liability coverage and Abuse and Molestation coverage shall name the District, its governing board, officers, agents, employees, and/or volunteers as additional insureds. All endorsements specifying additional insureds for any of the Insurance Policies shall be as indicated below or an equivalent endorsement reasonably acceptable to the District.
 - 1) General Liability: CG 20 26 10 01
 - 2) Primary, non-contributory: CG 20 01 04 13
 - 3) Waiver of subrogation: CG 24 04 05 09
 - 4) Commercial Automobile Liability: CA 20 48 10 13
- h. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.
- i. Insurance written on a "claims made" basis is to be renewed by the Provider for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement and will cover the Provider for all claims made. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of the Services.
- j. Failure to Procure Insurance. Failure on the part of Provider to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

The parties agree that, in the event of any unresolved dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the unresolved amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the following section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Signature Authority. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

Provider Authorized Signer	Signature	Date

Oxnard School District

Director, Purchasing	Signature	Date



Read.Write.Think., L.L.C

2020 Delaware Avenue, Suite 4
Santa Monica, CA 90404
(917) 609-8514

Lemonwood ES, Oxnard SD, Professional Study 2023-2024

OVERVIEW

Brick & Mortar Residency/Lab Study

This on-site residency study is customized to fit your school's vision and needs - and includes a trained Read. Write. Think. with Renee team member who will join you on-campus throughout the year to deliver **timely and responsive** professional study.

Every Brick & Mortar Residency looks a little different, but each includes four main tenets:

1. **Lab Study.** Put on your scientist hat and step into the lab with us. Together, we study, examine, and question our practices
2. **Mini-Institutes.** Take the time to achieve schoolwide alignment on your vision and build the capacity of your team.
3. **Personalized Coaching.** Teachers should have a voice in what they are learning. To facilitate this, we spend time one-on-one with your staff and serve as their thinking partner. This allows us to connect with each teacher and help them reach their personal, professional learning goals.
4. **Curriculum Planning/Pacing.** Time to put pen to paper or fingers to keyboard. Curriculum planning days are spent planning out instruction in a way that includes all voices and incorporates best practices.

Our vision for the 2023-2024 year is to help members of the community reimagine *their* learning lives in ways that bring into focus the identity, and the gifts and talents of its members. We aim to reshape professional study so it brings the joy of learning for *all* at **Lemonwood ES**, including teachers, faculty, caregivers, students, and other members of the community.

Goals

Support teachers in their understanding of teaching literacy through a professional study in content (what they are teaching), teaching structures (how they are teaching it) and reimagining centering student voice, and choice (why they are teaching it), to raise up a generation of students who advocate for themselves and one another.

Contact Information

Renee Houser, Founder = Renee@readwritethinkwithrenee.com

Sue Galloway, Executive Assistant = [Hello@readwritethinkwithrenee.com](mailto>Hello@readwritethinkwithrenee.com)

Investment

Number of Days: Twenty-six (26) days at \$2,200

Total Cost: \$57,200

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: September 06, 2023

Agenda Section: Section C: Personnel Agreement

Ratification of Agreement #23-110 – Walter D. Schwartz (Torres)

Walter D. Schwartz will provide services related to Collective Bargaining training and facilitation services, and management consulting services and advice to the District regarding educational administrative issues as specified by the Superintendent and/or designee.

Term of Agreement: August 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$30,000.00 including travel/lodging expenses – General Fund (Negotiations)

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, that the Board of Trustees ratify Agreement #23-110 with Walter D. Schwartz.

ADDITIONAL MATERIALS:

Attached: [W Schwartz 23-24 Contract.pdf](#)

AGREEMENT #23-110

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT made and entered into this 6th day of September, 2023 and between the **Oxnard School District**, hereinafter called "District," and **Walter D. Schwartz**, hereinafter called "Consultant,"

WHEREAS, Consultant is skilled, trained, experienced, and competent to render management consulting services and advice to the District regarding educational administrative issues:

NOW, THEREFORE, DISTRICT and CONSULTANT mutually agree as follows:

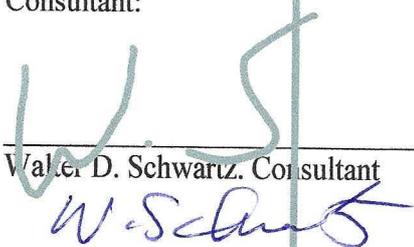
1. Consultant will provide any and all Management Services as specified by the Superintendent/ or designee.
2. Consultant will perform said services in his own way and as an independent contractor in pursuit of his own independent calling and not as an employee of the District; and he shall be under the control of the District as to the result to be accomplished and not as to the means or manner by which such results are to be accomplished.
3. District will prepare and furnish to consultant, upon his request, such information as is reasonably necessary to the performance of Consultant's work under this agreement.
4. In return for the Consultant's provision of Consulting Services described above, the District agrees to pay to Consultant **\$175.00** per hour, payable in proportion to the work completed. Total compensation for all services provided under this agreement to include consultant fees as well as travel, lodging and meal expenses, shall not exceed **\$30,000** nor without prior written authorization from the District.
5. Consultant shall be compensated for travel at the approved IRS mileage rate.
6. The Consultant shall invoice the District on a bi-monthly or monthly schedule and shall not invoice the District for work that has not been completed at the time the invoice is submitted.
7. This agreement shall remain in effect from August 1, 2023 through June 30, 2024. The agreement may be terminated by either party by providing written notice.

For the District:

Dr. Natalia Torres,
Assistant Superintendent, HR

Date: _____

Consultant:



Walter D. Schwartz, Consultant

Date: 8/31/2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: September 06, 2023

Agenda Section: Section C: Personnel Agreement

Ratification of Agreement #23-119 – Azusa Pacific University (Torres/Carroll)

This is an agreement between Oxnard School District (OSD) and Azusa Pacific University (APU) in which OSD agrees to host APU teaching candidates at their school sites to provide educational fieldwork experiences as may be called for in the requirements of the various credentials for public school service.

Term of Agreement: July 1, 2023 through June 30, 2026

FISCAL IMPACT:

None

RECOMMENDATION:

It is recommended by the Assistant Superintendent, Human Resources, and the Director, Certificated Human Resources, that the Board of Trustees ratify Agreement #23-119 with Azusa Pacific University.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #23-119, Azusa Pacific University \(16 Pages\)](#)

OSD AGREEMENT #23-119



MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT entered into by and between **Azusa Pacific University**, hereinafter called the **UNIVERSITY** and Oxnard School District , hereinafter called the **DISTRICT**:

WITNESSETH

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, the University operates fully accredited educational programs for its candidates; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's candidates at the District's facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this agreement shall commence on **July 1, 2023** and terminate on **June 30, 2026**.
2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, candidates who have not yet completed their TK-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a candidate from the TK-12 setting at any time.

3. **Amendments.** The provisions of this agreement may be altered, changed, or amended, by mutual written consent of the parties hereto.

4. **Execution.** This agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any Party who signed it.

5. **Insurance.**

a. The District shall maintain minimum insurance coverage for Workers' Compensation, including Employer's Liability, covering its employees. The University shall maintain minimum insurance coverage for Workers' Compensation, including Employer's Liability, covering its employees and candidates.

b. The District shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees and agents. The University shall carry professional liability insurance coverage in the amount of \$1,000,000 per limit and \$3,000,000 in the aggregate, for its employees, agents, and candidates. The District shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees and agents. The University shall maintain general liability insurance coverage in the amount of \$1,000,000 per incident and \$3,000,000 in the aggregate, covering its employees, agents, and candidates.

c. The District maintains proof of all insurance coverage and will provide said proof to the University upon request. The University maintains proof of all insurance coverage and will provide said proof to the District upon request.

d. The employment status of candidates and the responsibility for insurance coverage for candidate activities depends upon the status of the candidates as set forth below:

i. Candidates Participating in Unpaid TK-12 Educational Field Experience not at Candidate's Place of Employment: If the University's candidates are participating in an unpaid TK-12 educational field experience not at his or her place of employment, it is understood that the University's candidates are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's candidates do not thereby become employees of the District by virtue of their field experience. The University shall be responsible for providing insurance coverage for such candidates, pursuant to Sections 5.a and 5.b of this agreement.

ii. Candidates Participating in Unpaid TK-12 Educational Field Experience at Candidate's Place of Employment: If the University's candidates are participating in an

unpaid internship or field experience at his or her place of employment, it is understood by that the University and the District shall keep the field experience and work duties of the University's candidates strictly separate. The University shall be responsible for providing insurance coverage for such candidates' field experience pursuant to Section 5.a and 5.b of this agreement. The District shall be responsible for providing insurance coverage for such candidates' activities as a District employee pursuant to Section 5.a and 5.b of this agreement.

iii. Candidates Participating in Paid TK-12 Educational Field Experience: If the University's candidates are provided with a nominal stipend from the District intended to reimburse them for estimated expenses related to their field experience, the University's candidates do not thereby become employees of the District, and the University shall be responsible for providing insurance coverage for such candidates pursuant to Sections 5.a and 5.b of this agreement; however, the District shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University's candidates are paid by the District for their services, then they become employees of the District, and the District is responsible for all employee obligations and for insuring the activities of such candidates under Section 5.a and 5.b of this agreement.

6. Confidentiality.

a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District or the project shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify candidates that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those

persons have a legitimate interest in the information; (d) the District will not disclose the candidate records of the University's candidates except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

7. **Data Sharing.** The University and the District agree to collaborate and share non-personally identifiable information related to hiring needs and recruitment efforts that contribute to an educator workforce that reflects the skills, dispositions, subject areas, grade levels, and demographics desired by the District. The University and the District agree to collaborate and share non-personally identifiable information related to the employment, retention, attitudinal, observational, and outcomes measures of recent graduates of the University employed in the District.

8. **Non-Discrimination.** The University and the District agree to make no distinction among candidates covered by this agreement on the basis of race, color, religion, national origin, gender, age, disability, or status as a veteran.

9. **Transportation of Students.** Neither the University nor the District will provide transportation for candidates between the University and the District school. Each candidate shall be responsible for his or her transportation.

10. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's candidates while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and candidates of the University within the prescribed framework.

11. **Indemnification.**

a. The University shall indemnify, save and hold harmless the District, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the University, and its trustees, officers, directors, candidates and employees during the course and scope of a University candidate's clinical training.

b. The District shall indemnify, save and hold harmless the University, its officers, directors, and employees from and against all obligations, claims and liabilities of any kind under state or federal law (including costs and attorney's fees) that may arise out of negligent acts or omissions of the District, and its trustees, officers, directors, or employees during the course and scope of a University candidate's clinical training.

12. Scope of Work.

TEACHER EDUCATION FIELD EXPERIENCE

“Field Experience” as used herein refers to eight-week periods in which a Teacher Candidate, enrolled in Field Experience-embedded courses in the university teacher preparation program, observes and interacts with students individually and in small group settings and may have limited whole class involvement under the direct supervision and instruction of one or more classroom Host Teachers.

Field Experience is to be completed under the direct supervision of a Host Teacher(s) who currently hold(s) a valid Clear Teaching Credential in the content area for which they are providing supervision with a minimum of three years of content area TK-12 teaching experience.

With the guidance of the classroom Host Teacher, the Teacher Candidate will be required to teach no fewer than one and no more than four independent lessons to individual TK-12 students and/or in a small group setting of no more than 10 students. With the guidance of the classroom Host Teacher, the Teacher Candidate will be required to administer informal and formal assessments to individual TK-12 students and/or small groups of no more than 10 students during their Field Experience in an effort to fulfill course assignment purposes only. The Teacher Candidate may be required to observe in a variety of TK -12 settings to meet course expectations and will document a minimum of 15 hours of Field Experience per each Field Experience-embedded course. Field Experience is not commensurate with Student Teaching or culminating Clinical Practice.

It is the expectation that the classroom in which Teacher Candidates complete Field Experience will consist of TK-12 students and include students who are English Learners, students on an IEP or 504 Plan, students who qualify for GATE, and/or students from an underserved group. The classroom curriculum must align with California’s adopted content standards and frameworks. During Field Experience, the Host Teacher may be asked to review and provide feedback on course assignments (e.g., lesson plans). At the conclusion of the Field Experience, the Host Teacher(s) may be asked to complete a short disposition rating scale on the Teacher Candidate's disposition and performance during the Field Experience hours, and a form verifying the hours completed by the Teacher Candidate within the Host Teacher’s classroom.

The University will ensure that Teacher Candidates who participate in Field Experience have (a) met the California Basic Skills requirement, (b) possess a valid certificate of clearance or other valid CTC document, and (c) are currently enrolled in a Field Experience-embedded course.

The University will provide support to the Teacher Candidate through the direction and discussion provided within the Field Experience-embedded course. Assignments directly related

to the Teacher Candidate's Field Experience (e.g., lesson plans, reflections) will be required and evaluated by the University course instructor.

TEACHER EDUCATION STUDENT TEACHING

“Student teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of a Cooperating Teacher. A Cooperating Teacher is an employee of the District who (a) holds a valid Clear Teaching Credential in the content area for which they are providing supervision and (b) has a minimum of three years of content area TK-12 teaching experience. The district-employed supervisor (“Cooperating Teacher”) must have demonstrated exemplary teaching practices as determined by the District and University. It is preferable that the district-employed supervisor not have additional district or school based assignments that may cause them to be absent from the classroom for extended periods of time.

The University shall provide district-employed supervisors a minimum of 2 hours of initial orientation to the program curriculum, and access to a minimum of 8 hours of training related to effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The University is responsible for requesting documentation of these training hours.

The District agrees to provide a supported teaching experience in District classrooms for Teacher Candidates who are assigned by the University to student teaching. Classrooms in which Teacher Candidates complete student teaching must include TK-12 students who are English Learners, on an IEP or 504 Plan, qualify for GATE, and/or students from an underserved group. The District will provide Education Specialist Teacher Candidates opportunities for guided observations, co-planning, co-teaching, and guided teaching in both general education and special education classrooms during the first eight weeks of the student teaching experience (i.e., Clinical Practice I) and access to Individual Education Plans (IEPs) for use in lesson planning, course assignments, and CalTPA completion. Special education classroom experience will include the full range of services provided by the District's placement school. Student teaching shall be provided in such schools and classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon. It is understood that the matching of a Teacher Candidate and a district-employed supervisor must be a collaborative process between the School District and the University.

The University shall ensure student teacher placement in locations where the Teacher Candidate is able to video capture his/her teaching with TK-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA),

observations, and instructional reflection. The University requires Teacher Candidates to affirm that they follow all applicable video policies of the District. The District recognizes the importance of facilitating placements that allow Teacher Candidates to complete the CalTPA, and has necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the Teacher Candidate may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Coach observation and formative feedback process, and University instructional reflection.

The District may, for good cause, refuse to accept any Teacher Candidate of the University assigned to student teaching in the District. Upon request of the District, made with good cause, the University shall terminate the student teaching assignment of said Teacher candidate.

The University will ensure that Teacher Candidates who participate in student teaching (a) meet the California Basic Skills requirement, (b) demonstrate Subject Matter Competence (or 4/5 of subject matter competence for undergraduates in an approved Subject Matter Preparation Program), (c) meet the U.S. Constitution requirement, (d) possess a valid certificate of clearance or other valid CTC document, and (e) have a negative TB test within 2 years of the end date of the student teaching assignment.

“Full-time student teaching” is an assignment for the regular school day (at least seven hours) for 16 weeks and includes all duties normally performed by a teacher. The 16-week period aligns with the University’s Fall and Spring semesters.

For the Multiple Subject Program, a full-time assignment is a full school day (at least seven hours) for eight weeks in a lower elementary (TK-3) classroom and eight weeks in an upper elementary (4-6) classroom. The University will pay the district-employed supervisor for all services required at a rate of one hundred dollars (\$100) per eight-week term for each full-time student teacher placed within the District.

For the Single Subject Program, a full-time assignment is a full school day (at least seven hours) with a minimum of four periods of student teaching, one period of planned observation, and one preparation period for 16 weeks. The University will pay the district-employed supervisor for all services required at the rate of two hundred dollars (\$200) per sixteen-week term for each full-time student teacher placed within the District.

For the Education Specialist Programs, a full-time assignment is a full school day (at least seven hours) in an appropriate Mild to Moderate Support Needs (MMSN) and Extensive Support Needs (ESN) setting for 16 weeks. The University will pay the district-employed supervisor for all services required at the rate of two hundred dollars (\$200) per sixteen-week term for each full-time student teacher placed within the District.

An assignment of a Teacher Candidate to student teaching in schools or classes of the District shall be at the discretion of the University for approximately one semester with a Fall semester occurring approximately from the end of August to the middle of December and a Spring semester occurring approximately from the beginning of January to the beginning of May.

Within a reasonable time following the close of each assignment, the Cooperating Teacher shall submit an invoice to the University for payment, at the rate provided herein, for all student teaching assignments provided by the District under and in accordance with this agreement during said semester.

TEACHER EDUCATION INTERN TEACHING

“Intern teaching” as used herein and elsewhere in this agreement means active participation in a teacher internship program (i.e., Intern Program) pursuant to California Education Code Section 44450 whereby University Teacher Candidates may be placed as Intern Teacher Candidates (i.e., Interns) in District Schools, working under an Intern Credential. An Intern is authorized to assume the functions authorized by the appropriate Multiple Subject, Single Subject, or Education Specialist Credential provided that the Intern’s services meet the instructional needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District’s contractual specifications with certificated employees. The District shall ensure no Intern will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern shall not be less than the minimum base salary paid to a regularly certificated teacher in similar positions.

The District will assign each Intern a mentor/support provider (i.e. district-employed supervisor) who will be responsible for overseeing and offering support to the Intern throughout the Intern teaching period. The District agrees to provide to the University the name of the district-employed supervisor for each term. The district-employed supervisor must (a) hold a valid corresponding Clear or Life credential, (b) have completed a minimum of three years of successful teaching experience, and (c) have EL Authorization if he/she is providing supervision and support to an Intern who does not have EL Authorization.

The University shall provide district-employed supervisors a minimum of two hours of initial orientation to the program curriculum, and access to a minimum of eight hours of training related to effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The University is responsible for requesting documentation of these training hours.

The District must ensure sufficient resources are provided including dedicated time for district-employed mentor/support providers to work with the Interns within the school day. This

dedicated time is to 1) assess necessary support for the Intern, 2) deliver appropriate support/mentoring and supervision for the Intern and 3) provide feedback to APU (e.g. Midpoint and Final Surveys).

The District will provide Education Specialist Teacher Candidates opportunities for guided observations, co-planning, co-teaching, and guided teaching in both general education and special education classrooms to include the full range of services provided by the District's placement school during the first eight weeks of the student teaching experience (i.e., Clinical Practice I).

The University will ensure Teacher Candidates in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and (a) meet the California Basic Skills requirement, (b) demonstrate Subject Matter Competence, (c) meet the U.S. Constitution requirement, (d) possess a valid certificate of clearance or other valid CTC document, (e) have completed the required Pre-service Training, and (f) have a negative TB test within two years of the end date of the student teaching assignment.

The University will assign a University program supervisor (i.e., University Coach) to support the Intern who will work cooperatively with the district personnel designated above. The University Coach will confer with both the site administrator and the district-employed mentor/support provider for the Intern. The University Coach will meet the following minimum qualifications of (a) current knowledge in the content area of the candidate; (b) the ability to model best professional practices in teaching learning, scholarship, and service; (c) knowledge about diverse abilities, cultural, language, ethnic, and gender diversity; and (d) understand the context of public schools and have a thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.

The employing district will develop and implement a Professional Development Plan for the Intern, which will include an annual evaluation. For Interns teaching in inclusive kindergarten through 6th grade settings, the Professional Development Plan must include instruction during the first semester of service, which includes child development and teaching methods, as well as, special education programs for pupils with mild and moderate support needs. The University will make available the description of the courses to be completed by the Intern. The Intern will be requested to provide a copy of the Professional Development Plan to the University via the Intern Coordinator.

The District and the University will work in partnership to provide a minimum of 144 hours of support/mentoring and supervision to each Intern each school year. Interns without an EL authorization will also be provided 45 hours of EL support in addition to the 144 hours. The District will provide approximately 2/3 of the support/mentoring and supervision to include but not limited to the following: content specific coaching; grade level or department meetings; new

teacher orientation; coaching from an administrator; co-planning with a special educator or English learner expert to address special needs or English learner students; demonstration lessons or co-teaching activities with a mentor/support provider, coach or supervisor; Intern observation of other teachers and classrooms; editing work-related writing; professional learning communities activities addressing issues in the Intern's classroom; OR other support and supervision activities. The University will provide approximately 1/3 of the support/mentoring and supervision to include but not limited to the following: University Coach support, seminars, peer/faculty support; classroom observations and coaching; Intern observation of other teachers and classrooms; email, phone, and/or video conferencing support related to observations, problem-solving, planning curriculum, and/or instruction; professional literature/research discussion groups facilitated by appropriately credentialed program faculty; OR other support and supervision activities. The University is responsible for documentation of support/mentoring and supervision.

The District and the University agree to the allocation of additional personnel, time, and resources for individuals who have not yet earned an English Learner authorization. The participating District will identify an individual who is immediately available to assist Interns with planning lessons that are appropriately designed and differentiated for ELs, for assessing language needs and progress, and to support language accessible instruction. This District employee must have an EL authorization.

The University shall ensure Intern assignments take place in locations where the Intern is able to video capture his/her teaching with TK-12 students for the purposes of implementing the video requirement for the California Teaching Performance Assessment (CalTPA), observations, and instructional reflection. The University requires Interns to affirm that they follow all applicable video policies of the District.

The District recognizes the importance of facilitating placements that allow Interns to complete the CalTPA, and maintains necessary policies and procedures in place related to the appropriate use of video for instruction and assessment. The District recognizes that the Intern may use video capture to record their classroom instruction and submit it in a FERPA-compliant platform for review as part of the University Coach observation and formative feedback process, and University instructional reflection.

The District and the University agree to share information, as needed, on the performance of the Intern in order to provide additional support or supervision.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY PRACTICUM

“Practicum” as used herein refers to the hours that a candidate, enrolled in practicum-embedded course(s) in the University program, develops skills learned in previous and current courses under the supervision of a Site Supervisor working in a TK-12 setting.

Practicum is to be completed under the direct supervision of a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school psychology or school counseling and has a minimum of three years full time experience as a School Counselor, Clinical Counselor, or School Psychologist.

School counseling practicum includes a minimum of one hundred (100) clock hours in a practicum experience, including but not limited to: (a) peer counseling related to a university or college program practicum course; (b) personal and career assessments; (c) personal counseling experience in either an individual or group context; (d) school-based programs serving parents and family members; (e) community service programs serving children and families; (f) school related experience such as “shadowing” a school counselor, observing classroom instruction, attending district and school-based meetings, and mapping school-based community resources. Practica experiences must be completed prior to the field experience.

School psychology practicum includes a minimum of four hundred and fifty (450) clock hours total with a minimum of three hundred (300) clock hours in a preschool to grade 12 school setting providing direct and indirect student services. For School Psychology candidates, it is the expectation that candidates are required to observe the administration of and practice the administration of psychoeducational assessments, as well as, participate in the writing of reports and IEP meetings.

The University will ensure candidates who participate in practicum have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a valid CTC document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the candidates’ confidence as a professional counselor or psychologist. Settings for School Counselors should build basic counseling skills which include body language, listening, and development of trust with clients. Settings for School Psychologists should build basic assessment, counseling, and consultation skills.

The University agrees to appoint a faculty member as a University Supervisor to administer the University's responsibilities related to the Program and oversee the candidates' Practicum experience at the District. The University Supervisor shall be responsible for ongoing communication with the District.

The District agrees to assume ultimate responsibility for the counseling services provided to students and the psycho-educational assessments administered to students, as well as, the delivery of results through reports and IEP meetings.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY FIELDWORK

"Fieldwork" as used herein refers to the hours that a candidate, enrolled in fieldwork course(s) in the University program, develops and practices skills learned in previous and current courses under the supervision of a University Supervisor and a Site Supervisor working in a TK-12 setting.

The District agrees to appoint a District employee as a District Representative to administer the District's responsibilities related to the Program and collaborate with the Fieldwork and Internship Coordinator for School Counseling and School Psychology in implementing the candidate's fieldwork at the District.

The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as Site Supervisors responsible for direct supervision of assigned candidates. District employees designated as Site Supervisors shall meet the CTC criteria for supervising students. School Psychology Site Supervisors must have a current Pupil Personnel Services (PPS) credential with an authorization in school psychology and a minimum of three years full-time experience as a school psychologist and is accessible to the school psychology candidate at all times while the candidate is accruing fieldwork hours. School Counseling Site Supervisors must have a current PPS credential with an authorization in school counseling and a minimum of three years full-time experience as a school counselor and is accessible to the school counseling candidate at all times while the candidate is accruing fieldwork hours.

The District Representative and Site Supervisors shall be granted with sufficient time to supervise, plan and implement the fieldwork including, when feasible, time to attend relevant meetings and conferences. School Counseling Site Supervisors shall be granted with sufficient time to (1) undergo training in models of supervision, the School Counseling Performance Expectations, and APU school counseling program fieldwork requirements, (2) share

responsibility in the quality of the field experience, design of the field experience, quality of clinical progress, and assessment and verification of candidate competence.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned candidates; (b) provide the physical facilities and equipment necessary to conduct the fieldwork; (c) provide assigned candidates, whenever possible, with the use of library facilities, reasonable study and storage space; (d) make available to the University a written description of the planned educational program (including objectives) to be followed during fieldwork; (e) advise the University of any changes in its personnel, operations or policies which may affect the fieldwork; (f) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the fieldwork; (g) determine the number of candidates which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The University will provide a valid and reliable assessment that the District will use to assess the candidate's competence at the conclusion of fieldwork. Notice will be provided to the University, as soon as practical and at least by mid-term of a candidate's fieldwork, of any serious deficiency noted in the ability of the candidate to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any candidate whose health or performance is a detriment to any student's well-being or to achievement of the stated objectives of the candidate's field experience. Prior to such termination, the District shall notify the University's Fieldwork and Internship Coordinator.

The University agrees to appoint a faculty member as Fieldwork and Internship Coordinator to administer the University's responsibilities related to the Program and oversee the candidates' fieldwork at the District. The Fieldwork and Internship Coordinator shall be responsible for ongoing communication with the District. The University also agrees to appoint University Supervisors who will support candidates during the fieldwork experience and collaborate with the Site Supervisor. The University Supervisors for School Counseling candidates will provide one-and-one-half (1.5) hours per week of group supervision throughout the field experience.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of candidate assignments, including each candidate's name, level of academic preparation, and length and date of the fieldwork. The University shall refer to the District only those candidates who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned candidates regarding appropriate health and professional liability insurance. All candidates will be covered by the University's group professional liability insurance as required by the terms of this agreement.

The University shall ensure candidates who participate in fieldwork have met the requirements of (a) proof of completion of Mandated Reporter training; (b) proof of negative TB testing; and (c) a valid CTC document, which includes a fingerprint and background check. Candidates will be informed that a District has the authorization to require additional documentation before beginning their fieldwork assignment.

The University agrees to require assigned candidates to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of fieldwork assignment and while on District premises.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

SCHOOL COUNSELING & SCHOOL PSYCHOLOGY INTERN

The Intern School Counselor or School Psychologist is approved to assume the functions authorized by the Pupil Personnel Services School Counseling or School Psychology Intern Credential provided that the Intern's services meet the needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees.

The University shall ensure candidates in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of meeting the California Basic Skills requirement, have proof of completion of Mandated Reporter training, have proof of negative TB testing, and are enrolled in internship courses in the University program.

The University shall provide a University Supervisor to work cooperatively with the Intern School Counselor or School Psychologist and Site Supervisor. The University Supervisors for

School Counseling candidates will provide one-and-one-half (1.5) hours per week of group supervision throughout the internship.

The University will provide a valid and reliable assessment that the District will use to assess the Intern's competence at the conclusion of the internship. Notice will be provided by the District to the University, as soon as practical and at least by mid-term of a candidate's internship, of any serious deficiency noted in the ability of the Intern to progress toward achievement of the stated objectives of the internship.

The District shall authorize a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school psychology or school counseling and has a minimum of three years full time experience as a School Counselor or School Psychologist to supervise the Intern candidate. The Site Supervisor shall be granted with sufficient time to supervise, plan, and implement the internship, including, when feasible, time to attend relevant meetings and conferences. School Counseling Site Supervisors shall be granted with sufficient time to (1) undergo training in models of supervision, the School Counseling Performance Expectations, and APU school counseling program internship requirements, (2) share responsibility in the quality of the internship, design of the internship, quality of clinical progress, and assessment and verification of candidate competence.

The District shall (a) support continuing education and professional growth and development of staff members of the District responsible for supervision of assigned Interns; (b) provide the physical facilities and equipment necessary to conduct the internship; (c) advise the University of any changes in its personnel, operations, or policies which may affect the internship; (d) permit inspection by the University of the facilities, services available for learning experiences, candidate records, and other items pertaining to the internship; and (e) provide access to the University and its candidates the applicable District rules and regulations with which they are expected to comply.

The District agrees that the Intern School Counselor or School Psychologist will remain an employee of the District for the term of the issued Intern Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor or School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.

The following signatures hereby indicate approval of this agreement:

Azusa Pacific University

By _____

Name: Anita Fitzgerald Henck

Title: Dean, School of Education

Date: _____

Azusa Pacific University

School of Education

P.O. Box 7000

Oxnard School District

Signature _____

Printed Name: Lisa A. Franz

Title: Director, Purchasing

Date: _____

Address: 1051 South A Street

Oxnard, CA 93030

Phone Number: 805-385-1501

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: September 06, 2023

Agenda Section: Section D: Action Items

Classified Employees' Appointee to the Personnel Commission (Torres/Fuentes)

Pursuant to Education Code 45246 and Personnel Commission Rule 20.100.1, this Board item provides an opportunity for the public to be aware of the Classified employees' appointment to the Personnel Commission. The Commission position became vacant on June 16, 2023. The Classified Employees informed the Board that they plan to appoint Mr. Denis O'Leary to represent them on the Personnel Commission at the August 2, 2023, board meeting. Mr. O'Leary is eligible for appointment pursuant to Education Code Section 45246. At this time, the Board moves forward with the Classified Employees' selection for their appointment to the Personnel Commission.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources, and Director of Classified Human Resources to approve the classified employees' appointment to the Personnel Commission.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section E: Approval of Minutes

Approval of Minutes (DeGenna)

It is the recommendation of the Interim Superintendent that the Board of Trustees approve the minutes of Board meetings, as presented:

- June 21, 2023 Regular Meeting
- August 2, 2023 Regular Meeting
- August 9, 2023 Special Meeting
- August 23, 2023 Regular Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Interim Superintendent that the Board approve the minutes of Board meetings, as presented.

ADDITIONAL MATERIALS:

- Attached:** [Minutes June 21 2023 Regular Board Meeting \(24 pages\)](#)
[Minutes August 2 2023 Regular Board Meeting \(10 pages\)](#)
[Minutes August 9 2023 Special Board Meeting \(4 pages\)](#)
[Minutes August 23 2023 Regular Board Meeting \(14 pages\)](#)

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President

Jarely Lopez, Clerk

Rose Gonzales, Member

MaryAnn Rodriguez, Member

Monica Madrigal Lopez, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.

District Superintendent

Dr. Anabolena DeGenna

Associate Superintendent,

Educational Services

Valerie Mitchell, MPPA

Assistant Superintendent,

Business & Fiscal Services

Natalia Torres, Ed.D.

Assistant Superintendent,

Human Resources

MINUTES

REGULAR BOARD MEETING

Wednesday, June 21, 2023

5:00 PM - Study Session

5:30 PM - Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

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

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the Associate Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

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

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

June 21, 2023

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:01 p.m.

Present: Trustees MaryAnn Rodriguez, Rose Gonzales, Jarely Lopez and Veronica Robles-Solis. Trustee Madrigal Lopez arrived later in the meeting. Also in attendance were Superintendent Karling Aguilera-Fort, Associate Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Isaac Garcia, 3rd grade student in Mr. Hernandez's class at Harrington School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Pauline Chavez, 1st grade student in Ms. Oros's class at Harrington School, read the district's Mission and Vision Statement in English. Emmanuel Davila, 3rd grade student in Mr. Hernandez's class at Harrington School, read the district's Mission and Vision Statement in Spanish.

A.4. Presentation by Harrington School

Rosaura Castellanos, Principal, provided a presentation about Harrington School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #22-223 Adoption of Agenda as Presented

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 4 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

A.6. Presentation of the June 2023 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Mitchell/Miller/CFW)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, introduced Ernesto Flores of Caldwell Flores Winters who presented the June 2023 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program. The

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

report will subsequently be placed on the August 2, 2023 Board meeting agenda for the Board's adoption.

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

There were no comments.

A.8. Closed Session

The Board convened to closed session at 6:03 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- Oxnard School District et al. Central District No. CV-04304-JAK-FFM
OAH Case No. 2023040036

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

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 Evaluation
- Associate Superintendent
- Assistant Superintendents

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

The Board reconvened to open session at 7:04 p.m.

A.10. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #22-224 Approval of Settlement Agreement – OAH Case No. 2023040036

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

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

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

A.11. Recognition of Retirees (Aguilera-Fort)

The Board of Trustees recognized Certificated and Classified retirees for the 2022-23 school year.

Name, Title, Yrs/Service

- Rosa Adams, School Office Manager, 36
- Josefina Alcala, Campus Assistant, 11
- Yvonne C. Brown, Child Nutrition Cafeteria Coordinator, 30
- Ricardo Buenrostro, Child Nutrition Worker, 9
- Hector M. Calix, Custodian, 19
- Lazaro G. Castillo, Custodian, 21
- Pilar Cerda, Child Nutrition Worker, 18
- Griselda Coronado, Paraeducator-General Education, 23
- Mary K. Crandall Plascencia, Director of Finance, 5
- Marco A. Grajales, Custodian, 18
- Susan Haidet, Accounting Specialist III, 6
- Maria D. Hernandez, Office Assistant II/JR, 14
- David Hornback, Warehouse Manager, 35
- Margarita Madueno, Child Nutrition Worker, 21
- Karen K. Moraga, Child Nutrition Worker, 20
- Enedina Rangel, Child Nutrition Worker, 17
- Rosa Sanchez, Child Nutrition Cafeteria Coordinator, 28
- Ana M. Silva, Library Media Tech/EL, 6
- Anthony F. Stankoski, Electrician, 14
- Jodi A. Stankoski, Position Control Specialist, 28
- Aurora C. Tapia, Campus Assistant, 10
- Ruben Tirado, Lead Custodian, 34
- Noemi Valdes, Director of Early Childhood Education, 26
- Jenna Allee-Munoz, Teacher Grade 2 DLI, English, 23
- Carlos Beltran, Teacher Grade 3, 27
- Sandra B. Beltran, Teacher Grade 6, 7
- Nancy Buenrostro, Teacher ELD Academy, 19
- Greta Cuiltly, Teacher Grade 1, 30
- John Du Bose, Teacher Sp Ed M/M, 1
- Laura Nolan, Teacher Physical Education, 34
- Yolanda Pandolfi, Teacher Grade 1 DLI, 8
- Julie Prater, Manager Mathematics, 5
- Maria Ramos, Teacher Grade 2 DLI, 34

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

- Laura Silva, Teacher Grade 1 DLI, 32
- Tammy Smith, Principal Elementary, 34
- Bonnie Sussman, Teacher Grade 1, 9
- Kathryn Lasley, Teacher, 24

A.12. Recess (10 Minutes)

There was a brief recess at 7:25 p.m.

A.13. Measure D Citizens Bond Oversight Committee Annual Report (Mitchell)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, introduced Alyssa Maria, Measure D Citizens Bond Oversight Committee (BOC) Chair, who presented the BOC's sixth annual report to the Board of Trustees as per Proposition 39 requirements.

A.14. Introduction of Newly Appointed Oxnard School District Administrators (Aguilera-Fort)

The newly appointed administrators were introduced to the Board of Trustees:

- Dr. Adalberto Fuentes, Director of Classified Human Resources
- Maria Christina Fernandez, Principal, K-5
- Matthew Haber, Manager, Mathematics
- Dr. Sarah Lepe, Manager, Special Programs
- Genaro Magaña, Principal, 6-8

A.15. Recognition of Outgoing District Superintendent (Robles-Solis)

The Board of Trustees recognized Dr. Karling Aguilera-Fort, outgoing District Superintendent.

The following individuals provided comments during the recognition:

- Denis O'Leary, Former Trustee and Incoming Personnel Commissioner
- Paul Robinson, Personnel Commissioner
- Cesar Caes, Oxnard Youth Soccer League
- Debra Cordes, Former Trustee
- Regina K. Hatcher-Crawford, NAACP
- Tina Knight, Oxnard College
- Jessica Vargas, Soledad Nares-Barragan and members of Padres Juntos Promoviendo la Educacion
- John Zaragoza, City of Oxnard Mayor

Section B: PUBLIC COMMENT/HEARINGS

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

There were no comments.

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

B.2. Conduct Public Hearing and Adopt Resolution No. 22-37 Authorizing and Directing the Conveyance of a Right of Way to the City of Oxnard (Mitchell/Miller/CFW)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, conducted a public hearing and recommended the Board's adoption of Resolution #22-37 authorizing the conveyance of a right of way to the City of Oxnard in connection with Rose Avenue Elementary School.

Motion #22-225 Adoption of Resolution #22-237 Authorizing and Directing the Conveyance of a Right of Way to the City of Oxnard in Connection with Rose Avenue School

Mover: Jarely Lopez

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #22-226 Approval of Consent Agenda as Presented

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

C.1. 2022-23 Quarterly Report on Williams Instructional Materials and Facilities Quarters 2 and 3 (DeGenna/Thomas)

As presented.

C.2. Certification of Signatures (Mitchell)

As presented.

C.3. Request for Approval of Out-of-State Conference Attendance (Mitchell)

For Jason Corona, Assistant Director of Child Nutrition Services, to attend the Annual School Nutrition Association Conference in Denver, Colorado, July 9-11, 2023, in the amount not to exceed \$2,000.00, to be paid out of Kitchen Infrastructure and Training (KIT) Funding.

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

- C.4. Enrollment Report (Mitchell)**
As presented.
- C.5. Approval to Allow Purchasing to Utilize Piggyback Bids for Goods and Services Throughout Fiscal Year 2023-2024 (Mitchell/Franz)**
As presented.
- C.6. Purchase Order/Draft Payment Report #22-10 (Mitchell /Franz)**
As presented.
- C.7. Selection of Vendors for Child Nutrition Program (Mitchell/Lugotoff)**
As presented.
- C.8. Rejection of Formal Bid Award, Bid #22-04, 2023 Roof Replacement Project (Mitchell/Miller)**
As presented.
- C.9. Approval of Committed/Uncommitted Fund Balance Resolution #23-04 (Mitchell/Núñez)**
As presented.
- C.10. Approval of 2023-24 Education Protection Account (EPA) Spending Plan (Mitchell/Núñez)**
As presented.
- C.11. Designation of Representative and Alternate to the Board of Directors of the California Schools Employee Benefits Organization (CSEBO) (Torres)**
For the designation of Dr. Natalia Torres, Assistant Superintendent, Human Resources and Joanna Pelino, School Psychologist, as Representatives to the CSEBO Board, and Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services and Shiri Hermesh, OSSA President, as Alternates.
- C.12. Personnel Actions (Torres/Fuentes)**
As presented.
- C.13. Establishment of Positions (Torres/Fuentes)**
As presented.
- C.14. Request for Approval of Out of State Conference Attendance (Aguilera-Fort/Hubbard)**
For Lydia Lugo Dominguez and Argelia Tellez to attend the National Notary Association's Annual National Notary Conference in Orlando, FL, May 12-14, 2024. in the amount of \$3,000.00 per employee for registration, travel and lodging, to be paid from the General Fund.

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

Section C: APPROVAL OF AGREEMENTS

C.15. Approval of Amendment #1 to Agreement #21-08 – Reading Horizons (DeGenna/Jefferson)

To provide professional development covering training for “New Materials/Software” and “Train the Trainer” through June 30, 2026, in the amount not to exceed \$25,000.00, to be paid out of Special Education Funds.

C.16. Approval of Addendum #1 to Agreement/MOU #21-28 – Oxnard Adult School, Oxnard Union High School District (DeGenna/Ruvalcaba)

To provide computers on wheels and their storage space for students of the Parent/Guardian English as a Second Language (ESL) and Conversational Spanish classes, at no additional cost to the original agreement.

C.17. Approval of Agreement #23-15 – Zixta Enterprises, Inc. dba/Vallarta Supermarkets (Mitchell/Miller)

For Vallarta Supermarket’s use of the Educational Service Center (ESC) front parking lot, July 1, 2023 - June 30, 2024, the yearly fee of \$28,783.19 to be paid to OSD by Vallarta.

C.18. Approval of Agreement #23-16, City of Oxnard Recreation and Community Services ASES Contract for the After School Program 2023-2024 (DeGenna/Shea)

To provide the After School Program for Oxnard School District that meets the requirements of the After School Education and Safety Grant, July 1, 2023 through June 30, 2024, in the amount not to exceed \$4,680,000.00, to be paid 50/50 from After School Education and Safety (ASES) Grant & Expanded Learning Opportunities Program.

C.19. Approval of Agreement #23-27 –All Languages Interpreting & Translating Inc. (Aguilera-Fort)

To provide simultaneous interpretation services (English/Spanish) at Board Meetings, July 1, 2023 through June 30, 2024, in the amount not to exceed \$15,000.00, to be paid with the General Fund.

C.20. Approval of Agreement/MOU #23-28, Ventura Unified School District (DeGenna/Ruvalcaba)

To explain and confirm the agreement between the Ventura Unified School District as the Local Education Agency for the Ventura County Indian Education Consortium, and the Oxnard School District, July 1, 2023 through June 30,2024, in the amount of \$3,915.36 (matching funds), to be paid out of Title I Funds.

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

C.21. Approval of Agreement #23-29 - Gold Coast K9 (DeGenna/Nocero)

To provide two K9 visits per month for ten months at Lopez, Frank, Fremont, Soria, Chavez, Curren, Driffill, Lemonwood, Marshall and Kamala Schools for a total of 200 K9 safety check visits, July 1, 2023 through June 30, 2024, total not to exceed \$48,000.00, to be paid out of the General Fund.

C.22. Approval of Agreement #23-30 with Child Development Resources of Ventura County, Inc. - Ground Lease for Marina West Head Start (DeGenna/Valdes)

To renew the Ground Lease terms between the Oxnard School District and Child Development Resources of Ventura County, Inc. (CDR) for the Head Start Program at Marina West, July 1, 2023 to June 30, 2026, the amount of \$2,500.00 per year to be paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

C.23. Approval of Agreement #23-31 with Child Development Resources of Ventura County, Inc. - Ground Lease for Jeff Davis Head Start at Lopez (DeGenna/Valdes)

To establish the Ground Lease terms between the Oxnard School District and Child Development Resources of Ventura County, Inc. (CDR) for the Jeff Davis Head Start Program at Lopez Academy, July 1, 2023 to June 30, 2026, the amount of \$2,500.00 per year to be paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

C.24. Approval of Agreement/MOU #23-32 with Child Development Resources of Ventura County, Inc. for Use of Facilities at Harrington School (DeGenna/Valdes)

To establish the terms for the use of a preschool classroom between the Oxnard School District (OSD) and Child Development Resources of Ventura County, Inc. (CDR), to operate the Mary Crawford Head Start Program at the Harrington Early Childhood Development Center, July 1, 2023 to June 30, 2026, the amount of \$2,500.00 per year to be paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

C.25. Approval of Agreement/MOU #23-33 with Child Development Resources of Ventura County, Inc. for Use of Facilities at Sierra Linda (DeGenna/Valdes)

To establish the terms for the use of preschool classrooms between the Oxnard School District (OSD) and Child Development Resources of Ventura County, Inc. (CDR), for the Sierra Linda Head Start Program at Sierra Linda School, July 1, 2023 to June 30, 2026, the amount of \$2,500.00 per year to be paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

C.26. Approval of Agreement/MOU #23-34 with Child Development Resources of Ventura County, Inc. for Use of Facilities at Marina West (DeGenna/Valdes)

To establish the terms for the use of preschool classrooms between the Oxnard School District (OSD) and Child Development Resources of Ventura County, Inc. (CDR), for the Marina West Head Start Program at Marina West School, July 1, 2023 to June 30, 2026, the amount of

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

\$2,500.00 per year to be paid to Oxnard School District by Child Development Resources of Ventura County, Inc.

C.27. Approval of Agreement #23-35 – LEGO Education (DeGenna/Shea)

To provide professional development to Oxnard School District teachers and After School Program staff on the implementation of the LEGO Education Learning System for students in TK-6th Grade, July 1, 2023 through June 30, 2024, in the amount not to Exceed \$141,715.00, to be paid out of ELOP Funds.

C.28. Approval of Agreement #23-36 – Mindset Academy by SWEAT III (DeGenna/Rubin)

To provide 10 days of student development, parent development, and teacher development through a series of assemblies and workshops focused on mindset development, student engagement and emotional intelligence, August 17, 2023 through June 30, 2024, in the amount not to exceed \$56,000.00, to be paid out of Title 1 Funds.

C.29. Approval of Agreement #23-37, American Language Services (DeGenna/Ruvalcaba)

To provide over the phone and/or in-person Translation/Interpreting services for parents who speak a language other than English, Spanish, or Mixteco, for parent conferences and other parent meetings, August 1, 2023 – June 14, 2024, in the amount not to exceed \$20,000.00, to be paid out of Title 1 Funds.

C.30. Approval of Agreement #23-38 – Curriculum Associates, LLC (DeGenna/Ruvalcaba)

To provide virtual training on “Ellevation” for up to 30 participants, September 1, 2023 through August 31, 2024, in the amount of \$2,000.00, to be paid out of Title III Funds.

C.31. Approval of Agreement #23-39 with Ventura County Office of Education - Ground Lease for Carl Dwire Jr. School (DeGenna/Valdes)

To establish the terms between the Oxnard School District and Ventura County Office of Education for the Ground Lease at Carl Dwire Jr. School, September 14, 2023 to September 30, 2026, the amount of \$2,500.00 per year to be paid to Oxnard School District by Ventura County Office of Education.

C.32. Approval of Agreement #23-40, CAFE Project 2Inspire (DeGenna/Ruvalcaba)

To provide Parent Leadership classes by a CAFE trained parent specialist, July 1, 2023 through June 30, 2024, in the amount not to exceed \$35,000.00, to be paid out of Title III Funds.

C.33. Approval of Agreement #23-41 – Ventura County Office of Education (DeGenna/Ruvalcaba)

For Migrant Education Program, Region 17, to reimburse Oxnard School District for any supplementary services (transportation and custodial) provided by the district for eligible migrant education program students and/or eligible migrant education program parents/guardians, July 1, 2023 through June 30, 2024, the amount up to \$18,000.00 to be

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

reimbursed to Oxnard School District by VCOE

- C.34. Approval of Agreement #23-42 – Ventura County Office of Education (DeGenna/Thomas)**
To provide library support services to the Oxnard School District pursuant to Section 18100 of the California Ed. Code, including implementing State Standards and aligning individual school site library services with the California Model School Library Standards, August 1, 2023 to June 30, 2024, in the amount of \$8,800.00, to be paid out of Title 1 Funds
- C.35. Approval of Agreement #23-43 – Read.Write.Think., LLC (DeGenna/Fox)**
To provide professional development during the 2023-2024 school year for the teaching of writing, July 1, 2023 through June 30, 2024, amount not to exceed \$44,000.00, to be paid out of Expanded Learning Opportunity Grant Funds.
- C.36. Approval of Agreement #23-44, Frog Environmental (Mitchell/Galvan)**
To perform the required Annual Comprehensive Facility Compliance Evaluation (ACCFCE) of the district's Transportation facility, July 1, 2023 through June 30, 2024, in the amount not to exceed \$6,000.00, to be paid out of the General Fund
- C.37. Approval of Agreement #23-45, Renaissance Learning Inc. (DeGenna/Thomas)**
To provide in-person professional development to teachers at the pre-service days on August 10 and 11, 2023, to support in-depth use of some of their programs: Star assessment system, Illuminate DnA student data system, and Illuminate EduClimber student data system, in the amount of \$17,750.00, to be paid out of Supplemental Concentration Funds.
- C.38. Approval of Agreement #23-46 – Sterling Venue Ventures (DeGenna/Shea)**
For rental fees for the use of the Oxnard Performing Arts Center Theater for the OSD Welcome Back Event on August 15, 2023, in the amount not to exceed \$6,500.00, to be paid out of Supplemental Concentration Funds.
- C.39. Approval of Agreement/MOU #23-47 – Interface Children and Family Services (DeGenna/Nocero)**
To provide trained staff to work in conjunction with school administrators and staff to coordinate and facilitate Youth Services, Family Violence Intervention Services and Mental Health Services, July 1, 2023 through June 30, 2024, at no cost to Oxnard School District.
- C.40. Approval of Agreement/MOU #23-48 – Assistance League of Ventura County - Operation School Bell (DeGenna/Nocero)**
To provide new school clothing and supplies to socioeconomically disadvantaged elementary school-aged children, July 1, 2023 through June 30, 2025, at no cost to Oxnard School District.
- C.41. Approval of Agreement #23-49 – County of Ventura (DeGenna/Nocero)**
To provide social workers who will be placed in the areas that have been identified by the

County of Ventura/County Human Services Agency census data as having the highest rates of referrals and cases for abuse and neglect and will also serve the entire district on the district's SARB Board, July 3, 2023 through June 28, 2024, in the amount not to exceed \$437,207.00, to be paid out of the General Fund

C.42. Approval of Agreement #23-50 – Restorative Justice Services, LLC (DeGenna/Nocero)

To coach/collaborate with PBIS teams at each school site to support the implementation of restorative principles and integration of restorative approaches at school sites, July 1, 2023 through June 30, 2024, in the amount not to exceed \$46,500.00 to be paid as follows: \$21,500.00 out of Supplemental Concentration Funds and \$25,000.00 out of Learning Communities School Success Grant Funds.

C.43. Approval of Agreement #23-51 – Kern County Superintendent of Schools (DeGenna/Jefferson)

To establish a means of claiming reimbursement from the Department of Health Care Services (DHCS) for costs necessary for the proper and efficient administration of the Med-Cal Program as set forth in Welfare and Institutions Code section 14132.47, July 1, 2023 through June 30, 2028, at no cost to Oxnard School District.

C.44. Approval of Agreement #23-52 – Safe & Civil Schools (DeGenna/Nocero)

To provide Foundations training focused on implementing Tier 1 structures that support a positive school climate, school safety, reduction of discipline referrals, and increased attendance rates which all lead to improved student wellness and academics, July 3, 2023 through June 28, 2024, in the amount not to exceed \$123,000.00, to be paid out of Supplemental Concentration Funds.

C.45. Approval of Agreement #23-53 – N2Y, LLC (DeGenna/Jefferson)

To provide professional development training to Special Education Moderate Severe teachers for the On-Site Essentials: Learning Pathway for Unique Learning System, July 1, 2023 through December 31, 2023, in the amount not to exceed \$10,500.00, to be paid out of Special Education Funds.

C.46. Approval of Agreement #23-55 – Houghton Mifflin Harcourt (DeGenna/Fox)

To provide In-Person and Online Professional Development sessions for SIS English 3D, July 1, 2023 - July 31, 2023, in the amount of \$5,000.00, to be paid out of Title III Funds.

C.47. Approval of Agreement #23-56 – Learning Without Tears (DeGenna/Fox)

To provide two (2) live-virtual trainings to Transitional Kindergarten (TK) teachers to support the implementation of the “Getting Set for School Pre-K Curriculum” program focusing on the use of music, hands-on manipulatives, and technology to help students develop the emergent writing skills needed for kindergarten readiness, July 18 & 19, 2023, in the amount not to exceed \$2,100.00, to be paid out of Supplemental Concentration Funds.

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

- C.48. Approval of Agreement #23-57 – Stephanie Enriquez, M.A. (DeGenna/Fox)**
To provide in person support for implementation of the History/Social Science Framework, August 10, 2023 through August 11, 2023, in the amount not to exceed \$2,000.00, to be paid out of Supplemental Concentration Funds.
- C.49. Award of Formal Bid #22-05 and Approval of Agreement #23-58 for 2023 Pavement Rehabilitation Project – Lopez & McAuliffe (Mitchell/Miller)**
For 2023 Pavement Rehabilitation Project, with BC Rincon Construction Inc., in the amount of \$320,994.96, to be paid out of Deferred Maintenance Funds.
- C.50. Award of Formal Bid #22-06 and Approval of Agreement #23-60 for 2023 Painting Project – Kamala & Marina West (Mitchell/Miller)**
For 2023 Painting Project – Kamala & Marina West, with A.J. Fistes Corporation, in the amount of \$254,400.00, to be paid out of Deferred Maintenance Funds.
- C.51. Approval of Agreement #23-61 – Dr. Cory Hills (DeGenna/Shea)**
To provide workshops throughout the ten (10) K-5 elementary schools in the Oxnard School District where students craft original stories, set them to music, and perform the stories for fellow classmates, July 1, 2023 through June 30, 2024, in the amount not to exceed \$93,310.00, to be paid out of ELOP Funds.
- C.52. Approval of Agreement #23-62 – IXL Learning (DeGenna/Fox)**
To provide virtual Professional Development to K-5 math teachers in IXL, a Tier 2 math intervention program that will support the learning of K-5 students across Oxnard School District, July 1, 2023 through July 31, 2024, in the amount not to exceed \$3,585.00, to be paid out of Supplemental Concentration Funds.
- C.53. Approval of Agreement #23-63 – Tawni’s Ponies & Petting Farm Inc. (DeGenna/Shea)**
To provide extra enrichment for students in the Oxnard School District during the Summer Program, July 5, 2023 through July 28, 2023, in the amount of \$11,100.00, to be paid out of ELOP Funds.
- C.54. Award of Formal Bid #22-07 and Approval of Agreement #23-64 for Integrated Electronic Communications & Clock Network Replacement Project (Mitchell/Miller)**
For Integrated Electronic Communications & Clock Network Replacement Project, with Pacificom, in the amount of \$676,000.00, to be paid out of Deferred Maintenance Funds.
- C.55. Approval of Agreement #23-66 – Orenda Education (DeGenna)**
To lead an Equity Study in partnership with Oxnard School District that will help Fremont Academy and District leaders understand the systems and conditions producing current student outcomes and uncover hidden barriers, July 1, 2023 through June 30, 2024, in the amount of \$134,625.00, to be paid out of Comprehensive Support and Improvement Funds.

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

- C.56. Approval of Agreement #23-67 – Nancy Paulson dba/Extreme Math (DeGenna/Shea)**
To provide Family Math Games Nights to the Oxnard School District Expanded Learning Opportunity Program and professional development for Paraprofessionals to include number sense and algebraic thinking, July 1, 2023 through June 30, 2024, in the amount not to Exceed: \$34,850.00, to be paid out of ELOP Funds.
- C.57. Approval of Agreement #23-68 – Dance Masters Ballroom (DeGenna/Shea)**
To provide enrichment instruction in Latin dance styles to students after school at all 20 schools in the Oxnard School District, including intersessions and Summer programs, July 1, 2023 through June 30, 2024, in the amount not to exceed \$2,704,671.00, to be paid out of ELOP Funds.
- C.58. Approval of Agreement #23-70 – Dial Security (Mitchell/Miller)**
For Alarm Monitoring/Maintenance Services at all district sites, July 1, 2023 through June 30, 2024, in the amount of \$177,955.58, to be paid out of the General Fund.
- C.59. Approval of Amendment #5 to Agreement #18-01 Pupil Transportation Services for the 2023-2025 School Year with Durham School Services, L.P. (Mitchell/Galván)**
To provide districtwide transportation services, July 1, 2023 through June 30, 2025, in the amount of \$5,191,457.34 for the 2023-2024 fiscal year, to be paid out of the General Fund (future years to be adjusted upward by the percentage increase in the U. S. City Average, Consumer Price Index, Los Angeles/Long Beach area, as identified by the U.S. Bureau of Labor Statistics).

Section C: RATIFICATION OF AGREEMENTS

- C.60. Ratification of Amendment #1 to Agreement #22-69 – Acceleration Behavioral Therapies (DeGenna/Jefferson)**
To continue supporting existing unfilled direct hire positions during the 2022-23 school year, in the amount of \$100,000.00, to be paid out of Special Education Funds.
- C.61. Ratification of Amendment #3 to Agreement #22-82 – Maxim Healthcare Staffing Services, Inc. (DeGenna/Jefferson)**
To continue to cover the allocation of additional staff based on unfilled direct hire positions during the 2022-23 school year, in the amount of \$360,000.00, to be paid out of Special Education Funds.
- C.62. Ratification of Agreement #22-246 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)**
To provide exceptional services to special education student #MA111618 that consists of

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

support from Special Circumstances Paraeducators (SCP's), for the 2022-2023 school year, including Extended School Year, in the amount of \$4,146.25, to be paid out of Special Education Funds.

C.63. Ratification of Agreement #22-250 – Tawni's Ponies & Petting Farm Inc. (DeGenna/Gonzales-Nares)

For a sensory experience for students at Marina West on June 15, 2023, in the amount of \$1,250.00 to be paid as follows: \$675.00, Title 1 and \$575.00, Title III.

C.64. Ratification of Agreement #22-251 – Rio School District (Mitchell/Galvan)

To establish the terms between Oxnard School District and Rio School District for the joint use of the OSD Transportation Facility, May 1, 2023 through June 30, 2024, the amount of \$30,000.00 to be paid to Oxnard School District by Rio School District.

C.65. Ratification of Agreement #22-252 – Lewis Events (DeGenna/Anderson-Witherspoon)

For providing two assemblies – Gold Rush & Colonial Days – on Friday, June 9, 2023, for students at Marshall School, in the amount not to exceed \$3,046.00, to be paid out of Title 1 Funds.

C.66. Ratification of Agreement #22-253 – Regents of the University of California - South Coast Writing Project (DeGenna/Shea)

To provide Young Writers Academy summer writing experiences geared at developing a community of writers, at CSUCI campus, June 19, 2023 through August 11, 2023, in the amount not to exceed \$218,609.25, to be paid out of Expanded Learning Opportunity Grant Funds

Section D: ACTION ITEMS

D.1. Approval Of Oxnard School District 2023-2024 Local Control and Accountability Plan (DeGenna)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, presented the Oxnard School District 2023-2024 Local Control and Accountability Plan for the Board's approval.

Motion #22-227 Approval of 2023-2024 Local Control and Accountability Plan

Mover: MaryAnn Rodriguez

Secunder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.2. Adoption of Oxnard School District 2023/24 Budget (Mitchell/Núñez)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, presented the Oxnard School District 2023-2024 Budget for the Board's adoption.

Motion #22-228 Adoption of Oxnard School District 2023/24 Budget

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.3. Approval of Resolution #22-35 Making Environmental Findings in Connection with the New Preschool, Transitional Kindergarten, and Kindergarten Classrooms Project at Driffill Elementary School (Mitchell/CFW)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, recommended the Board's approval of Resolution #22-35 Making Environmental Findings in Connection with the New Preschool, Transitional Kindergarten, and Kindergarten Classrooms Project at Driffill Elementary School.

Motion #22-229 Approval of Resolution #22-35 Making Environmental Findings in Connection with the New Preschool, Transitional Kindergarten, and Kindergarten Classrooms Project at Driffill Elementary School

Mover: Rose Gonzales

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.4. Approval of the Oxnard School District (District) and the California School Employees Association, Chapter 272 (CSEA) Memorandum of Understanding, Agreement #23-69 re: Pre-K Teachers Temporary Assignment (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the Oxnard School District (District) and the California School Employees Association, Chapter 272 (CSEA) Memorandum of Understanding, Agreement #23-69 re: Pre-K Teachers Temporary Assignment.

Motion #22-230 Approval of the Oxnard School District (District) and the California School Employees Association, Chapter 272 (CSEA) Memorandum of Understanding, Agreement #23-69 re: Pre-K Teachers Temporary Assignment

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.5. Approval of the Oxnard School District (District) and the Oxnard Educators Association (OEA) Memorandum of Understanding, Agreement #22-254 re: Temporary Pay Rates for Teacher Supervision of Students on Field/Academic Trips (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the Oxnard School District (District) and the Oxnard Educators Association (OEA) Memorandum of Understanding, Agreement #22-254 re: Temporary Pay Rates for Teacher Supervision of Students on Field/Academic Trips.

Motion #22-231 Approval of the Oxnard School District (District) and the Oxnard Educators Association (OEA) Memorandum of Understanding, Agreement #22-254 re: Temporary Pay Rates for Teacher Supervision of Students on Field/Academic Trips

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.6. Approval of the Revised Certificated Substitute Salary Schedule for the 2023-24 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the revised Certificated Substitute Salary Schedule for the 2023-24 School Year.

Motion #22-232 Approval of the Revised Certificated Substitute Salary Schedule for the 2023-24 School Year

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.7. Approval of a Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) Waiver for Julio Cahue for the 2023-24 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Bilingual Cross-Cultural Language in Academic Development ("BCLAD") Waiver for Julio Cahue for the 2023-24 School Year.

Motion #22-233 Approval of a Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) Waiver for Julio Cahue for the 2023-24 School Year

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.8. Approval of Provisional Internship Permit in Physical Education for Noemi Ayala for the 2023-24 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Provisional Internship Permit in Physical Education for Noemi Ayala for the 2023-24 School Year.

Motion #22-234 Approval of Provisional Internship Permit in Physical Education for Noemi Ayala for the 2023-24 School Year

Mover: Rose Gonzales

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.9. Approval of New Job Description: Teacher on Special Assignment-School Site Support (Torres/DeGenna)

Dr. Ana DeGenna, Associate Superintendent, Educational Services and Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of New Job Description: Teacher on Special Assignment-School Site Support.

Motion #22-235 Approval of New Job Description: Teacher on Special Assignment-School Site Support

Mover: Veronica Robles-Solis

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.10. Approval of New Job Description: Executive Director of Teaching and Learning (Torres/DeGenna)

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

Dr. Ana DeGenna, Associate Superintendent, Educational Services and Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the New Job Description: Executive Director of Teaching and Learning.

Motion #22-236 Approval of New Job Description: Executive Director of Teaching and Learning

Mover: MaryAnn Rodriguez

Seconder: Veronica Robles-Solis

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

D.11. Approval of Contract Amendments for Cabinet Level Employees (Aguilera-Fort)

Dr. Karling Aguilera-Fort, Superintendent, recommended the Board's approval of the First Amendment to the Employment Agreement between the Oxnard School District and Valerie J. Mitchell, Assistant Superintendent, Business & Fiscal Services, and the First Amendment to the Employment Agreement between the Oxnard School District and Dr. Natalia Torres, Assistant Superintendent, Human Resources.

Motion #22-237 Approval of First Amendment to the Employment Agreement between the Oxnard School District and Valerie J. Mitchell, Assistant Superintendent, Business & Fiscal Services, and the First Amendment to the Employment Agreement between the Oxnard School District and Dr. Natalia Torres, Assistant Superintendent, Human Resources

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Section E: APPROVAL OF MINUTES

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

The Board approved the minutes of the May 26, 2023 Regular Board meeting as presented.

Motion #22-238 Approval of Minutes of Board Meetings as Presented – May 26, 2023 Special Meeting

Mover: Veronica Robles-Solis

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez
Motion Result: Passed

Section F: BOARD POLICIES

F.1. Second Reading and Adoption of Revision to AR 5113 Absences and Excuses (DeGenna/Nocero)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, presented revisions to AR 5113 Absences and Excuses for Second Reading and Adoption.

Motion #22-239 Second Reading and Adoption of Revision to AR 5113 Absences and Excuses

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

F.2. Second Reading and Adoption of Revision to Board Policy AR 5131.41 Use of Seclusion and Restraint (DeGenna/Nocero)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, presented revisions to AR 5131.41 Use of Seclusion and Restraint for Second Reading and Adoption.

Motion #22-240 Second Reading and Adoption of Revision to Board Policy AR 5131.41 Use of Seclusion and Restraint

Mover: Rose Gonzales

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

F.3. Second Reading and Adoption of Revision to AR 5144 Discipline (DeGenna/Nocero)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, presented revisions to AR 5144 Discipline for Second Reading and Adoption.

Motion #22-241 Second Reading and Adoption of Revision to AR 5144 Discipline

Mover: Veronica Robles-Solis

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

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

F.4. Second Reading and Adoption of Revision to AR 5144.1 Suspension and Expulsion/Due Process (DeGenna/Nocero)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, presented revisions to AR 5144.1 Suspension and Expulsion/Due Process for Second Reading and Adoption.

Motion #22-242 Second Reading and Adoption of Revision to AR 5144.1 Suspension and Expulsion/Due Process

Mover: Rose Gonzales

Seconder: Jarely Lopez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

F.5. Second Reading and Adoption of Revision to AR 5144.2 Suspension and Expulsion/Due Process - Students with Disabilities (DeGenna/Jefferson)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, presented revisions to AR 5144.2 Suspension and Expulsion/Due Process - Students with Disabilities for Second Reading and Adoption.

Motion #22-243 Second Reading and Adoption of Revision to AR 5144.2 Suspension and Expulsion/Due Process - Students with Disabilities

Mover: Veronica Robles-Solis

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

F.6. Second Reading and Adoption of Revision to Board Policies BP/AR 6173 Education for Homeless Children (DeGenna/Nocero)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, presented revisions to BP/AR 6173 Education for Homeless Children for Second Reading and Adoption.

Motion #22-244 Second Reading and Adoption of Revision to Board Policies BP/AR 6173 Education for Homeless Children

Mover: Veronica Robles-Solis

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

F.7. Second Reading and Adoption of Revision to Board Policies BP/AR 6173.1 Education for Foster Youth (DeGenna/Nocero)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, presented revisions to BP/AR 6173.1 Education for Foster Youth for Second Reading and Adoption.

Motion #22-245 Second Reading and Adoption of Revision to Board Policies BP/AR 6173.1 Education for Foster Youth

Mover: Monica Madrigal Lopez

Seconder: Veronica Robles-Solis

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Section G: CONCLUSION

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

Dr. Aguilera-Fort

- OSD Promotions
- LALIFF Youth Cinema Project Showcase
- Mixteco Family Literacy Night
- OSD Student Profile
- Juneteenth
- Congratulations to Retirees
- Staying the Course
- Traveler, there is no path – the path is made by walking. Thank you to the Governance Team.

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

Rose Gonzales

- enjoyed the Mixteco Literacy Night
- attended the promotions - thank you to principals and all administrators
- attended Independent Study promotions
- attended McKinna 5th grade promotion
- attended San Miguel pre-K promotion
- best wishes to Dr. Aguilera-Fort

Veronica Robles-Solis

- attended promotions - congratulations to students
- enjoyed Mixteco Family Literacy event - looking forward to next steps
- thank you to retirees for all they have done for the community
- best wishes to Dr. Aguilera-Fort - always a pleasure; thank you for leadership and vision

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

Monica Madrigal Lopez

- attended Fun Fest at Frank School - thank you for everyone that worked to put it together
- attended promotion ceremonies
- attended Mixteco Family Literacy Event - thank you to Superintendent for this
- to Dr. Aguilera-Fort - it's been a privilege and an honor - thank you for commitment and contributions

MaryAnn Rodriguez

- attended promotions - honored to be a part of students' lives
- attended Mixteco Family Literacy Night - it was nice to see the families so happy and proud
- to Dr. Aguilera-Fort - it's been an honor and a privilege

Jarely Lopez

- thank you to everyone that closed the school year - teachers, administrators, everyone
- congratulations to all retirees
- to Dr. Aguilera-Fort - commendation, looks forward to seeing great things in San Francisco

Ana DeGenna, Ed.D.



Interim District Superintendent and
Secretary to the Board of Trustees

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

June 21, 2023

By our signature below, given on this 6th day of September, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of June 21, 2023, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President

Jarely Lopez, Clerk

Rose Gonzales, Member

MaryAnn Rodriguez, Member

Monica Madrigal Lopez, Member

ADMINISTRATION

Dr. Anabolena DeGenna

Interim Superintendent

Valerie Mitchell, MPPA

Assistant Superintendent,
Business & Fiscal Services

Natalia Torres, Ed.D.

Assistant Superintendent,
Human Resources

MINUTES

REGULAR BOARD MEETING

Wednesday, August 2, 2023

5:00 PM - Open Meeting

5:30 PM - Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

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

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the Associate Superintendent of Educational Services. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

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

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

August 2, 2023

Section A: PRELIMINARY

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

President Robles-Solis called the meeting to order at 5:01 p.m.

Present: Trustees MaryAnn Rodriguez, Rose Gonzales, Monica Madrigal Lopez, Jarely Lopez and Veronica Robles-Solis. Also in attendance were Interim Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Dr. Ana DeGenna, Interim Superintendent, led the audience in the Pledge of Allegiance.

A.3. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #23-01 Adoption of Agenda as Presented

Mover: Monica Madrigal Lopez

Secunder: Rose Gonzales

Moved To: Adopt

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

A.4. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.5. Closed Session

The Board convened to Closed Session at 5:03 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

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
 - Interim Associate Superintendent, Educational Services
 - Assistant Principals
 - Manager, Federal & State Grants

Trustee Lopez left the meeting after closed session.

A.6. Reconvene to Open Session (7:00 PM)

The Board reconvened to open session at 7:03 p.m.

A.7. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #23-02 Appointment of Dr. Aracely Fox as Interim Associate Superintendent, Educational Services (Pending Contract Approval at Next Board Meeting)

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Motion #23-03 Appointment of Denise Johnson as Assistant Principal

Mover: MaryAnn Rodriguez

Seconder: Veronica Robles-Solis

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Motion #23-04 Appointment of Pavel Escobedo Garcia as Assistant Principal

Mover: Jarely Lopez

Seconder: Rose Gonzales

Moved To: Appoint

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

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez
Motion Result: Passed

Motion #23-05 Appointment of Mariana Garcia as Assistant Principal

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Motion #23-06 Appointment of Tara Ramirez as Manager, State and Federal Grants

Mover: Jarely Lopez

Seconder: MaryAnn Rodriguez

Moved To: Appoint

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

A.8. Introduction of Newly Appointed Oxnard School District Administrators (DeGenna)

The newly appointed administrators were introduced to the Board of Trustees:

- Lynn Ebor, Principal, McAuliffe School
- Christina Huizar, Principal, Ramona School
- G. Amanda Kemp, Principal, Soria School
- Dr. Cheri Scriptor, Principal, Brekke School

Section B: PUBLIC COMMENT/HEARINGS

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

There were no comments.

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #23-07 Approval of Consent Agenda as Presented

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

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

- C.1. Approval of Revision of 2023-24 LCAP (DeGenna/Mitchell)**
As presented.
- C.2. 2022-23 Quarterly Report on Williams Instructional Materials and Facilities Quarter 4 (DeGenna/Thomas)**
As presented.
- C.3. Enrollment Report (Mitchell)**
As presented.
- C.4. Purchase Order/Draft Payment Report #23-01 (Mitchell /Franz)**
As presented.
- C.5. Approval of Destruction of Records (Mitchell/Franz)**
As presented.
- C.6. Approval of Notice of Completion, Roofing Project 2022, Bid #21-02 (Mitchell/Miller)**
As presented.
- C.7. Approval of the 2022-23 Quarterly Report on Williams Uniform Complaints, Fourth Quarter (Torres)**
As presented.
- C.8. Personnel Actions (Torres/Fuentes)**
As presented.
- C.9. Establishment of Positions (Torres/Fuentes)**
As presented.
- C.10. Classified Employees' Appointee to the Personnel Commission (Torres/Fuentes)**
As presented.

Section C: APPROVAL OF AGREEMENTS

- C.11. Approval of Agreement #23-13 with Community Action Partnership of San Luis Obispo (CAPSLO) for Supplying Snacks to CAPSLO Preschool Students at Harrington School (Mitchell/Lugotoff)**

For the purpose of supplying breakfast, lunch and snacks to their preschool program at Harrington School for the 2023-24 school year; CAPSLO will reimburse the District for the cost of the meals and snacks provided.

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

- C.12. Approval of Agreement #23-71 – 3E Consulting Group, LLC (DeGenna/Fox)**
To design and deliver customized professional learning sessions focused on collaborative culture, high-performance collaboration team practices, and the effective use of collaboration time, on August 10 & 11, 2023, for Certificated and Administrative staff, in the amount not to exceed \$14,500.00, to be paid out of Supplemental Concentration Funds.
- C.13. Approval of Agreement #23-72 with Rincon Consultants, Inc. for Phase II Environmental Assessment Services for the new ECDC Facilities at Driffill School (Mitchell/Miller/CFW)**
To provide related Phase II Environmental Site Assessment Services for the new ECDC facilities at Driffill, in the amount not to exceed \$10,100.00, to be paid from a combination of funds from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program and capital fund balances.
- C.14. Approval of Agreement #23-74 – Read.Write.Think., LLC (DeGenna/Fox)**
To provide two days of professional development on August 10-11, 2023 for the teaching of writing, in the amount not to exceed \$11,400.00, to be paid out of Supplemental Concentration Funds.
- C.15. Approval of Agreement #23-75 – Dr. Antonio F. Jimenez Jimenez (DeGenna/Fox)**
To provide three In-Person Professional Development sessions for Spanish and World Language teachers on August 10 & 11, 2023, in the amount not to exceed \$2,500.00, to be paid out of Supplemental Concentration Funds.
- C.16. Approval of Agreement #23-76 – Amplify Education, Inc. (DeGenna/Haber)**
To provide faculty with professional learning to support implementation of mathematics instruction, August 3, 2023 through June 30, 2024, in the amount not to exceed \$18,000.00, to be paid out of Supplemental Concentration Funds.

Section C: RATIFICATION OF AGREEMENTS

- C.17. Ratification of Amendment #4 to Agreement #22-82 – Maxim Healthcare Staffing Services, Inc. (DeGenna/Jefferson)**
To cover additional staff based on unfilled direct hire positions and close out the 2022-2023 fiscal year, in the amount of \$164,000.00, to be paid out of Special Education Funds.
- C.18. Ratification of Amendment #1 to Agreement #22-232 – Positive Adventures, LLC (DeGenna/Shea)**

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

To update language in the original agreement covering Limitation of Liability, Indemnification, and Insurance, for providing overnight & day camps for students during the period of June 19, 2023 through August 15, 2023, at no additional cost to the original agreement.

C.19. Ratification of Agreement #23-73 – Ventura County Office of Education (DeGenna/Haber)

To provide collaborative support for Oxnard School District TK-5 Math teachers and administrators, July 1, 2023 through June 30, 2024, in the amount not to exceed \$22,000.00, to be paid out of Title II funds.

Section D: ACTION ITEMS

D.1. Approval of a Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) Waiver for Valerie Cahue, Lissette Gonzalez and Gabriella Torres for the 2023-24 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Bilingual Cross-Cultural Language in Academic Development ("BCLAD") Waiver for Valerie Cahue to serve as a Dual Language Instruction (DLI) 1st grade teacher at Elm Street School, Lissette Gonzalez to serve as a Dual Language Instruction (DLI) TK teacher at Lemonwood School and Gabriella Torres to serve as a Dual Language Instruction (DLI) TK Teacher at Elm Street School for the 2023-24 school year.

Motion #23-08 Approval of a Bilingual Cross-Cultural Language in Academic Development ("BCLAD") Waiver for Valerie Cahue to Serve as a Dual Language Instruction (DLI) 1st Grade Teacher at Elm Street School, Lissette Gonzalez to Serve as a Dual Language Instruction (DLI) TK Teacher at Lemonwood School and Gabriella Torres to Serve as a Dual Language Instruction (DLI) TK Teacher at Elm Street School for the 2023-24 School Year

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

D.2. Approval of a Special Education Program and CBEST Waiver for Rosemary Ramirez for the 2023-2024 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Special Education Program and CBEST Waiver for Rosemary Ramirez to serve as a Special Education Teacher in a Mild to Moderate class at Lopez Academy in grades 6-8 for the 2023-2024 School Year.

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

Motion #23-09 Approval of a Special Education Program and CBEST Waiver for Rosemary Ramirez to Serve as a Special Education Teacher in a Mild to Moderate Class at Lopez Academy in Grades 6-8 for the 2023-2024 School Year

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (DeGenna)

The Board approved the minutes of the June 7, 2023 Regular Board meeting as presented.

Motion #23-10 Approval of Minutes of Board Meetings as Presented – June 7, 2023 Regular Meeting

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - Veronica Robles-Solis, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Jarely Lopez

Motion Result: Passed

Section F: BOARD POLICIES

F.1. First Reading–Revisions to BP 3555 Nutrition Program Compliance (Mitchell/Lugotoff)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, presented revisions to BP 3555 Nutrition Program Compliance for First Reading. The revised policy will be presented for Second Reading and Adoption at the August 23, 2023 Board meeting.

F.2. First Reading - Revisions to E 9270 Conflict of Interest (Mitchell)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, presented revisions to E 9270 Conflict of Interest for First Reading. The revised policy will be presented for Second Reading and Adoption at the August 23, 2023 Board meeting.

Section G: CONCLUSION

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

Dr. Ana DeGenna

- Summer School programs
- Overnight Summer Camps
- Disneyland Trips

- OSD Student Profile
- Threat Assessment Training
- Administrative Retreat
- New Administrator Boot Camp

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

Rose Gonzales

- hopes everyone had a restful time off
- looking forward to seeing everyone at the OPAC
- visited Ritchen and Soria summer school programs - thank you to staff for organizing

Monica Madrigal Lopez

- hopes everyone had a good summer
- excited for the new school year
- thank you to everyone for continued commitment to students

MaryAnn Rodriguez

- looks forward to new year - visiting new schools, seeing new students
- requested list of facilities projects - what schools were painted, received new floors, grounds work

Veronica Robles-Solis

- hopes everyone enjoyed some time off
- looking forward to new school year
- welcomes new principals to our district
- proud to have Dr. DeGenna as Interim Superintendent - has received a lot of positive feedback

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 10:02 p.m.

Motion to adjourn

Mover: Veronica Robles-Solis

Seconder: Rose Gonzales

Moved To: Adjourn

Ayes: 5 - Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Motion Result: Passed

Ana DeGenna, Ed.D.



Interim District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 6th day of September, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of August 2, 2023, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President

Jarely Lopez, Clerk

Rose Gonzales, Member

MaryAnn Rodriguez, Member

Monica Madrigal Lopez, Member

ADMINISTRATION

Anabolena DeGenna, Ed.D.

Interim Superintendent

Valerie Mitchell, MPPA

Assistant Superintendent,
Business & Fiscal Services

Natalia Torres, Ed.D.

Assistant Superintendent,
Human Resources

MINUTES

SPECIAL BOARD MEETING

Wednesday, August 9, 2023

5:00 PM - Open Meeting

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

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the Assistant Superintendent of Human Resources. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

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

August 9, 2023

Section A: PRELIMINARY

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

Clerk Lopez called the meeting to order at 5:00 p.m.

Present: Trustees MaryAnn Rodriguez, Rose Gonzales, and Jarely Lopez. Also in attendance were Interim Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Dr. Ana DeGenna, Interim Superintendent, led the audience in the Pledge of Allegiance.

A.3. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #23-11 Adoption of Agenda as Presented

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 3 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

A.4. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.5. Closed Session

The Board convened to Closed Session at 5:02 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

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

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

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

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

August 9, 2023

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
 - Assistant Principals

A.6. Reconvene to Open Session

The Board reconvened to open session at 5:20 p.m.

A.7. Report Out of Closed Session

Clerk Lopez reported on the following action taken in closed session:

Motion #23-12 Appointment of Jonathan Lever as Assistant Principal

Mover: MaryAnn Rodriguez

Secunder: Rose Gonzales

Moved To: Appoint

Ayes: 3 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez

Absent: 2 - Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

Section B: PUBLIC COMMENT/HEARINGS

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

There were no comments.

Section G: CONCLUSION

Clerk Lopez adjourned the meeting at 5:22 p.m.

Motion to adjourn

Mover: Rose Gonzales

Secunder: MaryAnn Rodriguez

Moved To: Adjourn

Ayes: 3 – Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez

Absent: 2 – Veronica Robles-Solis, Monica Madrigal Lopez

Motion Result: Passed

G.1. ADJOURNMENT

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

Ana DeGenna, Ed.D.



Interim District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 6th day of September, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Special Board Meeting of August 9, 2023, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct
August 9, 2023

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Veronica Robles-Solis, President

Jarely Lopez, Clerk

Rose Gonzales, Member

MaryAnn Rodriguez, Member

Monica Madrigal Lopez, Member

ADMINISTRATION

Dr. Anabolena DeGenna

Interim Superintendent

Valerie Mitchell, MPPA

Assistant Superintendent,
Business & Fiscal Services

Natalia Torres, Ed.D.

Assistant Superintendent,
Human Resources

MINUTES

REGULAR BOARD MEETING

Wednesday, August 23, 2023

5:00 PM - Open Meeting

5:30 PM - Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

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

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Watch the meeting live: osdtv.oxnardsd.org

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

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

August 23, 2023

Section A: PRELIMINARY

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

Trustee Madrigal Lopez called the meeting to order at 5:06 p.m.

Present: Trustees Monica Madrigal Lopez, MaryAnn Rodriguez, Rose Gonzales, and Jarely Lopez. Also in attendance were Interim Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Assistant Superintendent Valerie Mitchell, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Kevin Alexander Rojas Gonzalez, 6th grade student at Chavez School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Erik Jesus Maldonado Espadas, 6th grade student at Frank School, read the District's Mission and Vision Statement in English. Janet Guadalupe Verduzco, 7th grade student at Chavez School, read the District's Mission and Vision Statement in Spanish.

A.4. Presentation on Summer School Programs (DeGenna/Fox/Shea)

Dr. Ginger Shea, Director, Enrichment & Specialized Programs, and Dr. Sarah Lepe, Manager, Special Programs, provided a presentation about the district's summer programs.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted as presented.

Motion #23-13 Adoption of Agenda as Presented

Mover: Rose Gonzales

Seconder: Jarely Lopez

Moved To: Adopt

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

A.6. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

- Rich Niday re: support for PLA
- Dustin Dietz re: support for PLA
- Jaime Garcia re: support for PLA

A.7. Closed Session

The Board convened to closed session at 5:49 p.m. to consider the following items:

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

1. Pursuant to Section 54956.9 of Government Code:
 Conference with Legal Counsel
 - Existing Litigation:
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - OAH Case #2023050250
 - OAH Case #2023050814
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 2 cases

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
 - Assistant Principals

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

The Board reconvened to open session at 7:08 p.m.

A.9. Report Out of Closed Session

Trustee Madrigal Lopez reported on the following actions taken in closed session:

Motion #23-14 Approval of Settlement Agreement - OAH Case # 2023050250

Mover: MaryAnn Rodriguez

Secunder: Jarely Lopez

Moved To: Approve

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

Motion #23-15 Approval of Settlement Agreement - OAH Case # 2023050814

Mover: Rose Gonzales

Secunder: MaryAnn Rodriguez

Moved To: Approve

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

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

A.10. Introduction of Newly Appointed Oxnard School District School Resource Officers (DeGenna/Fox/Nocero)

Dr. Jodi Nocero, Director, Pupil Services, introduced newly appointed Oxnard School District School Resource Officers, Corporal Jon Ballow and Officer Jesus Ramirez, as well as Commander Luis McArthur and Sergeant Hannah Estrada.

Section B: PUBLIC COMMENT/HEARINGS

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

- Anthony Mireles re: support for PLA
- Jonathan Duran re: support for PLA
- Martin Rodriguez re: support for PLA
- Joshua Medrano re: support for PLA
- Edward Castruita III re: support for PLA
- Jasmine Duron re: Lego Education
- Ilene Poland re: CSEA Salary Increase (3 minutes donated by Ricardo Torres)
- Victor Centeno re: CSEA Salary Increase
- Jennifer Solorio re: CSEA Salary Increase
- Humberto Gonzalez re: CSEA Salary Increase

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #23-16 Approval of Consent Agenda as Presented

Mover: MaryAnn Rodriguez

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

C.1. Approval of Community Advisory Committee Representative (DeGenna/Jefferson)

To approve the appointment of Maritza Perez Gutiérrez as the SELPA Community Advisory Committee Representative for the 2023-24 and 2024-25 school years.

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

C.2. Request for Approval of Out of State Conference Attendance (DeGenna)

For Dr. Ana DeGenna to attend the Association of Latino Administrators and Superintendents' (ALAS) 20th Anniversary Summit, October 4-6, 2023 in San Antonio, TX and the Superintendents Leadership Academy's (SLA) Graduation Ceremony, May 17-18, 2024 in Washington, DC, in the amount not to exceed \$3,800.00 for both events, to be paid from the General Fund.

C.3. Approval and Adoption of the June 2023 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Mitchell/CFW)

As presented.

C.4. Establishment of Positions (Torres/Fuentes)

As presented.

C.5. Personnel Actions (Torres/Fuentes)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.6. Approval of Agreement #23-83 – Center for Teaching for Biliteracy (DeGenna/Fox)

To provide virtual and in-person Professional Development in the area of Dual Language Programs to 4th & 5th grade DLI teachers, Principals and TOSA's, August 24, 2023 through June 30, 2024, in the amount not to exceed \$159,000.00, to be paid out of Title II funds.

C.7. Approval of Agreement #23-84, California Association for Bilingual Education (DeGenna/Fox/Ruvalcaba)

To partner with Oxnard School District to help support Plaza Comunitaria, an adult Spanish literacy program (primary and secondary), October 1, 2023 through June 30, 2024, in the amount not to exceed \$12,000.00, to be paid out of Title III funds.

C.8. Approval of Agreement #23-87, Dr. David Garcia (DeGenna/Fox/Ruvalcaba)

To provide two 2-hour workshops around learning and teaching local history to better understand the communities we serve, September 21, 2023 & December 7, 2023, in the amount not to exceed \$12,000.00, to be paid out of Educator Effectiveness Funds.

C.9. Approval of Agreement #23-92 – Segale Consulting Services, LLC (Torres/Magana)

To provide a 3-hour training regarding insurance coverage and procedures to help Oxnard School District staff better understand the various risks involved in contracts with vendors, suppliers, contractors, and the corresponding insurance coverages to protect the district against loss caused by the other contractual party, August 24, 2023 through June 30, 2024, in the amount not to exceed \$600.00, to be paid out of Safety Credits.

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

C.10. Approval of Agreement #23-95 – Strategos International LLC (Torres/Magana)

To design, develop, and implement a 4-hour Active Shooter Intruder Response Training for up to 1,700 staff members, October 9 & 10, 2023, in the amount not to exceed \$70,550.00, to be paid out of Safety Credits.

C.11. Approval of Agreement #23-96 – Heinemann (DeGenna/Fox)

To provide in-person onsite Professional Development for Coaching & Follow Up Support for Literacy Specialists, August 24, 2023 through June 30, 2024, in the amount not to exceed \$57,600.00, to be paid out of ELOP Funds.

C.12. Approval of Agreement #23-98 with C Below Inc. for Underground Utility Investigation Services for the new ECDC Facilities at Driffill School (Mitchell/Miller/CFW)

For the performance of an underground survey to locate and identify all underground utilities at the ECDC Facilities at Driffill School, August 24, 2023 - August 23, 2024, in the amount of \$8,430.00, to be paid from a combination of funds from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program and capital fund balances.

C.13. Approval of Agreement #23-99 with Construction Testing & Engineering South Inc. DBA/Universal Engineering Sciences (UES) for Lab of Record Special Testing & Inspection Services for the New ECDC Facilities at Driffill School (Mitchell/Miller/CFW)

For Lab of Record Special Testing and Inspection Services for the new ECDC facilities at Driffill, in the amount of \$28,645.00, to be paid from a combination of funds from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program and capital fund balances.

C.14. Approval of Agreement #23-100 for Inspector of Record (IOR) Services with Kenco Construction Services, Inc., for the New ECDC Facilities at Driffill (Mitchell/Miller/CFW)

For Inspector of Record (IOR) Services for the new ECDC facilities at Driffill, in the amount of \$158,760.00, to be paid from a combination of funds from the California Preschool, Transitional Kindergarten, Full-Day Kindergarten grant program and capital fund balances.

Section C: RATIFICATION OF AGREEMENTS

C.15. Ratification of Amendment #2 to Agreement #22-69 – Acceleration Behavioral Therapies (DeGenna/Jefferson)

To close out supplemental staffing services for the 2022-2023 fiscal year, in the amount of \$34,195.00, to be paid out of Special Education Funds.

C.16. Ratification of Amendment #2 to Agreement #22-120 – Alternative Behavior Strategies, LLC (DeGenna/Jefferson)

To close out Applied Behavioral Therapy and related services for the 2022-2023 fiscal year, in

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

the amount not to exceed \$50,000.00, to be paid out of Special Education Funds.

C.17. Ratification of Amendment #1 to Agreement #22-143 - Ventura County Office of Education/SELPA (DeGenna/Jefferson)

To close out Home/ Hospital teaching services for the 2022-2023 fiscal year, in the amount of \$662.00, to be paid out of Special Education Funds.

C.18. Ratification of Amendment #1 to Agreement #22-187 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

To adjust the previous estimated cost for providing Special Circumstances Paraeducators (SCP's) services for the 2022-2023 school year, including Extended School Year, for student #JM111710, due to the addition of a Bus Aide, in the amount of \$3,103.00, to be paid from Special Education Funds.

C.19. Ratification of Amendment #1 to Agreement #22-188 – Salus Campus Solutions (DeGenna/Fox/Nocero)

For additional school site assessment and project with Soria school during the 2022-2023 school year, in the amount of \$3,200.00, to be paid out of Block Grant Funding.

C.20. Ratification of Agreement #22-255 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

For Special Circumstances Paraeducator Services (SCP's) for Student #JV120313 for the 2022-2023 school year, including Extended School Year, in the amount of \$10,646.00, to be paid out of Special Education Funds.

C.21. Ratification of Agreement #23-77 – Jennifer Schexnayder (DeGenna/Fox/Haber)

To provide professional learning to support implementation of mathematics instruction and professional learning centered around Oxnard School District's Mathematics Pedagogy Statement, July 1, 2023 through June 30, 2024, in the amount not to exceed \$48,800.00, to be paid out of Supplemental Concentration Funds.

C.22. Ratification of Agreement #23-78 – The Prophet Corp./Gopher Sport (DeGenna/Fox/Haber)

To provide professional development for SPARK PE Implementation Workshops, July 1, 2023 through June 30, 2024, in the amount not to exceed \$20,000.00, to be paid out of Educator Effectiveness Block Grant Funds.

C.23. Ratification of Agreement #23-79 – LEGO Education (DeGenna/Fox)

To provide professional development to TK/K SDC, DLI, and SDC teachers and paraprofessionals for the implementation of LEGO Education: LEGO Learning Systems, August 10, 2023 through June 30, 2024, in the amount of \$26,940.00, to be paid out of Supplemental Concentration Funds.

- C.24. Ratification of Agreement #23-80 – MIND Education (DeGenna/Fox/Haber)**
To provide professional learning to support implementation of mathematics instruction and professional learning centered around Oxnard School District’s Mathematics Pedagogy Statement, July 1, 2023 through June 30, 2025, in the amount not to exceed \$30,000.00, to be paid out of Supplemental Concentration Funds.
- C.25. Ratification of Agreement #23-82 – Karen Recinos (DeGenna/Fox/Haber)**
To provide professional learning to support implementation of mathematics instruction and professional learning centered around Oxnard School District’s Mathematics Pedagogy Statement, July 1, 2023 through June 30, 2024, in the amount not to exceed \$48,800.00, to be paid out of Supplemental Concentration Funds.
- C.26. Ratification of Agreement #23-85 - Action Preparedness Training (DeGenna/Fox/Nocero/Shea)**
To provide CPR training and First Aid training to teachers and support staff as needed, August 1, 2023 through June 30, 2024, in the amount not to exceed \$4,500.00 to be paid as follows: \$2,925.00 out of the General Fund and \$1,575.00 out of Expanded Learning Opportunity Program Funds.
- C.27. Ratification of Memorandum of Understanding #23-86 with the California Department of Education for Karen Sher to be a Visiting Educator for Two (2) Years (Torres)**
For the assignment of District employee, Karen Sher, to the California Department of Education; Instruction, Measurement and Administration Branch, August 14, 2023 through August 14, 2025, as presented. CDE will reimburse OSD for the employee's salary and benefits via a standard agreement contract.
- C.28. Ratification of Agreement #23-91 – Learning Genie Inc. (DeGenna/Fox)**
To provide professional development on the use of the platform to record Desired Results Developmental Profile (DRDP) assessment data for TK students, including collecting assessment data, entering ratings (Scores), running reports to assist teachers in planning instruction, and reporting outcomes, August 10, 2023 through June 30, 2024, in the amount not to exceed \$4,999.00, to be paid out of Supplemental Concentration Funds.
- C.29. Ratification of Agreement #23-97 – Epic Special Education Staffing (DeGenna/Jefferson)**
To provide supplemental staffing to the Oxnard School District on an “as needed” basis, July 27, 2023 through July 31, 2024, in the amount not to exceed \$770,000.00, to be paid out of Special Education Funds.
- C.30. Ratification of Agreement #23-101 - Diane Turini-Mize, LMFT, SEP (DeGenna/Fox/Nocero)**
To provide individual and/or family psychotherapy for students in Kindergarten - 8th grade in

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

the Oxnard School District, August 16, 2023 through June 30, 2024, in the amount not to exceed \$92,000.00, to be paid out of MAA Funds.

Section D: ACTION ITEMS

D.1. Approval of SPSA's for 2023-2024 School Year - School Plans for Student Achievement-20 Schools (DeGenna/Fox/Thomas)

Anna Thomas, Director, School Performance & Student Outcomes, recommended the Board's approval of the School Plans for Student Achievement (SPSA's) for the 2023-2024 School Year for 20 Schools.

Motion #23-17 Approval of SPSA's for 2023-2024 School Year - School Plans for Student Achievement -20 Schools

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

D.2. Request for Authorization for District Staff to Negotiate a Project Labor Agreement for the Fremont Reconstruction Project (DeGenna)

Dr. Ana DeGenna, Interim Superintendent, introduced General Counsel Nitasha Sawhney who provided information regarding Project Labor Agreements/Community Workforce Agreements. Dr. DeGenna recommended the Board's authorization for district staff to negotiate a Project Labor Agreement for the Fremont Reconstruction Project.

Motion #23-18 Authorization for District Staff to Negotiate a Project Labor Agreement for the Fremont Reconstruction Project

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Authorize

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

D.3. Request for Approval of Acting Associate Superintendent, Educational Services Employment Agreement (DeGenna)

Dr. Ana DeGenna, Interim Superintendent, recommended the Board's approval of the employment agreement for Dr. Aracely Fox as Acting Associate Superintendent, Educational Services.

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

Motion #23-19 Approval of Acting Associate Superintendent, Educational Services

Employment Agreement – Dr. Aracely Fox

Mover: MaryAnn Rodriguez

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

D.4. Approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Nektaria Raptodimos to Serve as a Seventh and Eighth Grade Resource Teacher at Curren School and Laura De La Cruz to Serve as a Sixth, Seventh and Eighth Grade Resource Teacher at Driffill School for the 2023-24 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Nektaria Raptodimos to serve as a Seventh and Eighth Grade Resource Teacher at Curren School and Laura De La Cruz to serve as a sixth, seventh and eighth grade Resource Teacher at Driffill School for the 2023-24 School Year.

Motion #23-20 Approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Nektaria Raptodimos to Serve as a Seventh and Eighth Grade Resource Teacher at Curren School and Laura De La Cruz to Serve as a Sixth, Seventh and Eighth Grade Resource Teacher at Driffill School for the 2023-24 School Year

Mover: Rose Gonzales

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

D.5. Approval of a Provisional Internship Permit in Special Education, Extensive Support Needs, for Nancy Amezcuita to Serve as a Second and Third Grade Moderate to Severe teacher at McAuliffe School (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Provisional Internship Permit in Special Education, Extensive Support Needs, for Nancy Amezcuita to serve as a second and third grade Moderate to Severe teacher at McAuliffe School.

Motion #23-21 Approval of a Provisional Internship Permit in Special Education, Extensive Support Needs, for Nancy Amezcuita to Serve as a Second and Third Grade Moderate to Severe teacher at McAuliffe School

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

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Approve

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

D.6. Approval of a Variable Waiver for Multiple Subject, BCLAD, Basic Skills for Linda Hernandez Quintana to Serve as a Dual Language Instruction (DLI), Fifth Grade Teacher at McKinna School for the 2023-2024 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Variable Waiver for Multiple Subject, BCLAD, Basic Skills for Linda Hernandez Quintana to serve as a Dual Language Instruction (DLI), fifth grade teacher at McKinna School for the 2023-2024 school year.

Motion #23-22 Approval of a Variable Waiver for Multiple Subject, BCLAD, Basic Skills for Linda Hernandez Quintana to Serve as a Dual Language Instruction (DLI), Fifth Grade Teacher at McKinna School for the 2023-2024 School Year

Mover: MaryAnn Rodriguez

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

D.7. Approval of an Administrative Service Credential Waiver for Jonathan Lever to Serve as Assistant Principal at Lemonwood School for the 2023-2024 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of an Administrative Service Credential Waiver for Jonathan Lever to serve as Assistant Principal at Lemonwood School for the 2023-2024 school year.

Motion #23-23 Approval of an Administrative Service Credential Waiver for Jonathan Lever to Serve as Assistant Principal at Lemonwood School for the 2023-2024 School Year

Mover: MaryAnn Rodriguez

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

Section F: BOARD POLICIES

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

F.1. Second Reading and Adoption – Revisions to BP 3555 Nutrition Program Compliance (Mitchell/Lugotoff)

Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, presented revisions to BP 3555 Nutrition Program Compliance for Second Reading and Adoption.

Motion #23-24 Second Reading and Adoption - Revisions to BP 3555 Nutrition Program Compliance

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

F.2. Second Reading and Adoption – Revisions to E 9270 Conflict of Interest (Mitchell) Valerie Mitchell, Assistant Superintendent, Business & Fiscal Services, presented revisions to E 9270 Conflict of Interest for Second Reading and Adoption.

Motion #23-25 Second Reading and Adoption - Revisions to E 9270 Conflict of Interest

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

Section G: CONCLUSION

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

Dr. Ana DeGenna

- Back to school
- OSD Student Profile
- OSD Staff Welcome Back Event
- OSD Family Resource Center Opening Event
- New Teacher Institute
- Teacher Professional Development
- Oxnard Ocotlan Sister Cities Convention Opening Ceremonies
- Storm Event 8/20-21/23 - thank you to staff Women/s
- Equality Day August 26
- Condolences - Angelique Tillis, Andre Gilbert Robles, Gustavo N. Hernandez, Dylan Bustamante

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

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

MaryAnn Rodriguez

- enjoyed Family Resource Center Event
- excited for school to be back

Rose Gonzales

- condolences to all the families of students and Board President's brother
- attended teacher professional development sessions - enjoyed the sessions
- attended Staff Welcome Back Event
- attended Family Resource Center Opening - remarkable; services to families are exceptional
- can principals be given the opportunities to share amongst themselves their positive strategies for SPSA's?

Jarely Lopez

- interesting to see how SPSA's are connected
- thank you to afterschool/summer program that presented
- thank you to all the workers that attended today's meeting
- hopes everyone had a great start of school year
- looks forward to open houses and visiting schools

Monica Madrigal Lopez

- thank you to workers for attending the meeting
- thank you to Dr. Lepe and Dr. Shea for presentation and for all the work with students over the summer
- looking forward to new school year and all the work for this academic year

G.3. ADJOURNMENT

Trustee Madrigal Lopez adjourned the meeting at 8:58 p.m.

Motion to adjourn

Mover: Jarely Lopez

Seconder: Rose Gonzales

Moved To: Adjourn

Ayes: 4 - Jarely Lopez, Rose Gonzales, MaryAnn Rodriguez, Monica Madrigal Lopez

Absent: 1 - Veronica Robles-Solis

Motion Result: Passed

Ana DeGenna, Ed.D.



Interim District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 6th day of September, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of August 23, 2023, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct
August 23, 2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section G: Conclusion

Interim 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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

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.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section G: Conclusion

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.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: September 06, 2023

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Anabolena DeGenna, Ed. D.

Interim 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, September 1st, 2023.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A