

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, November 1, 2023

5:00 PM - Open Meeting

5:30 PM - Study Session

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

November 1, 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

Diana Perez, Principal, Rose Avenue School, will introduce Rubisol Hernandez, 2nd grade student in Ms. DeLoa-Cahue's class, who will lead the audience in the Pledge of Allegiance.

A.3. District’s Vision and Mission Statement

The District's Mission and Vision Statement will be read in English by Yatziri Lopez, 3rd grade student in Ms. Tamsing's class at Rose Avenue School, and in Spanish by Anyi Solix, 5th grade student in Ms. Drucker's class at Rose Avenue School.

A.4. Presentation by Rose Avenue School

Diana Perez, Principal, Rose Avenue School, will provide a short presentation to the Board regarding Rose Avenue. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.6. Study Session - District Assessments 2022-2023 (Fox/Thomas)

The Acting Associate Superintendent, Educational Services and the Director of School Performance and Student Outcomes will provide a presentation on District Assessments for the 2022-2023 school year.

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:

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

- 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 for Suspended Enforcement of Expulsion:
 - Case No. 23-04 (Action Item)
 - Case No. 23-05 (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 Evaluation
 - Interim Superintendent

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. Adoption and Presentation of Resolution #23-07 "2023 School Psychology Awareness Week" (DeGenna/Jefferson)

It is the recommendation of the Associate Superintendent, Educational Services and the Director, Special Education Services, that the Board of Trustees adopt and present Resolution #23-07 in recognition of School Psychology Awareness Week 2023.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

A.12. 2022-2023 Annual Report of the Commission (Torres/Fuentes)

The Administration will provide a presentation on the Personnel Commission's 2022-2023 Annual Report.

A.13. Report - Instructional Support (Fox)

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

The Educational Services Teaching and Learning Team will provide an overview of the instructional supports which are provided to practitioners.

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 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.

B.2. Conduct Public Hearing to Sunshine the California School Employees Association Chapter #272 (CSEA) and the Oxnard School District (District) Initial Proposals for 2023-2024 Negotiations, Pursuant to Government Code Section 3547 (Torres/Carroll)

The Assistant Superintendent, Human Resources, will conduct a Public Hearing to sunshine the California School Employees Association Chapter #272 (CSEA) and the Oxnard School District (District) Initial Proposals for 2023-2024 Negotiations, Pursuant to Government Code Section 3547. Following the Public Hearing, it is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees authorize the District to enter into contract negotiations for the 2023-24 school year and any additional years, as may be mutually agreed upon by the parties.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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:

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

Vote:

ROLL CALL VOTE:

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

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

C.1. 2022 California Farm to School Incubator Grant Program (Mitchell/Corona)

Oxnard School District has been awarded the California Farm to School K-12 Procurement and Education Grant in the amount of \$157,300.00 from the California Department of Food and Agriculture and the Office of Farm to Fork (CDFA-F2F).

C.2. Approval of Change Order #002-Time Impact Analysis (TIA #2) to Construction Services Agreement #17-158 between the Oxnard School District and Balfour Beatty Construction LLC for the Rose Avenue Elementary School Reconstruction Project (Mitchell/Miller/CFW)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Change Order #002 for additional time impacts relating to the structural clarifications on the Rose Ave Reconstruction project, in the amount of \$711,927.00, to be paid out of Master Construct & Implementation Funds.

C.3. 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.4. Approval of Amendment #2 to Agreement #23-61 – Dr. Cory Hills (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 Amendment #2 to Agreement #23-61 with Dr. Cory Hills, to increase the per class rate for providing workshops for students to craft original stories, set them to music, and perform the stories for fellow classmates during the period of July 1, 2023 through June 30, 2024 in order to match the increased cost of district requirements, at no additional fiscal impact to the district.

C.5. Approval of Agreement #23-131, Franklin Covey Education (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees approve Agreement #23-131 with Franklin Covey Education, to provide professional development training for Special Education support staff to include department Classified staff, Speech Language Pathologist, Psychologists, and Occupational Therapists, November 2, 2023, through June 30, 2024, in the amount not to exceed \$17,460.00, to be paid out of Special Education Funds.

C.6. Approval of Agreement #23-134, Reality Improv Connections Inc. (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 #23-134

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with Reality Improv Connections Inc., to provide BRITE program classroom workshops including Vape & Marijuana Prevention Game, Alcohol & Other Drug Prevention Game, Media, Marketing & Your Mind, Mental Health, Wellness & other Prevention Activities for 4th-8th grades at Chavez, Curren, Driffill, Kamala, Lemonwood, Marshall, and Soria Schools, November 2, 2023 through June 30, 2024, in the amount of \$2,275.00, to be paid out of the General Fund.

C.7. Approval of Agreement #23-153, Reality Improv Connections Inc. (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 #23-153 with Reality Improv Connections Inc., to provide trained staff to work in conjunction with school administrators and staff to offer Prevention Education workshops for students, staff, and parents, facilitate Youth Leadership/Advocacy Training and coordinate youth advocacy projects, November 2, 2023 through June 30, 2024, at no cost to Oxnard School District.

C.8. Approval of Agreement #23-174 – The Math Learning Center (Fox/Jenks)

It is the recommendation of the Interim Director, Teaching & Learning, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-174 with The Math Learning Center, to provide support to new DLI teachers in the implementation of Number Corner in their Spanish classroom, November 30, 2023, in the amount not to exceed \$1,000.00, to be paid out of Title IV Funds.

C.9. Approval of Agreement #23-175, Miguel Villegas Ventura (Fox/Ruvalcaba)

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-175 with Miguel Villegas Ventura. to participate as the keynote speaker and rap performer for OSD's Annual Celebration Mesoamerican Traditions event at Lemonwood School on November 7, 2023, in the amount not to exceed \$1,500.00, to be paid out of Supplemental Concentration Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.10. Ratification of Amendment #1 to Agreement #23-88 – Maxim Healthcare Services Inc. (DeGenna/Jefferson)

It is recommended by the Director, Special Education Services, and the Interim Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #23-88 with Maxim Healthcare Services Inc., to continue supporting existing unfilled direct hire positions in areas including BCBA, Behavioral Technician, LVN, Para Educator/Instructional Aide, CNA, COTA, School Psychologist, Instructional Aide/Para Educator, OT/PT, SLP, SPED Teacher, SLPA, RN and Social Worker, for the 2023-24 school year, in the amount not to exceed \$1,795,000.00, to be paid out of Special Education Funds.

C.11. Approval of Agreement #23-120 – Prodigy People Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees approve Agreement #23-120 with Prodigy People Inc., to provide supplemental paraeducator staffing to the Oxnard School District on an "as needed" basis, November 2, 2023 through June 30, 2024, in the amount not to exceed \$500,000.00, to be paid out of Special Education Funds.

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

C.12. Ratification of Agreement #23-136 – Professional Tutors of America Inc. (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-136 with Professional Tutors of America Inc. to provide services in the areas of Behavior Intervention, Counseling & Guidance, Language Speech Development & Remediation, Occupational Therapy, Vocational Education & Career Development, Comp. Education – Academic Tutoring, Vision Services, and Academic Achievement Test for the Special Education Department, July 1, 2023 through June 30, 2024, in the amount not to exceed \$150,000.00, to be paid out of Special Education Funds.

C.13. Ratification of Agreement #23-138 – Every Special Child, LLC (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-138 with Every Special Child, LLC, to provide temporary services to Oxnard School District students consistent with the student's Individualized Education Program (IEP) as needed in the areas of Paraprofessionals, Speech Language Pathologist/Speech Language, Pathologist Assistant, Special Education Teacher/DHH Teacher/VI Teacher, School Psychologist, and Occupational Therapist, July 1, 2023 through June 30, 2024, in the amount not to exceed \$1,200,000.00, to be paid out of Special Education Funds.

C.14. Ratification of Agreement/MOU #23-142 - Aspiranet (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-142 with Aspiranet, 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 \$1,500,000.00, to be paid out of Special Education Funds.

C.15. Ratification of Agreement #23-169 – Alternative Behavior Strategies, LLC (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-169 with Alternative Behavior Strategies, LLC., to provide consultant services to the Special Education Department including applied behavioral therapy and related services, direct behavioral intervention, development, implementation, and supervision for students as requested by their school for services, July 1, 2023 through June 30, 2024, in the amount not to exceed \$300,000.00, to be paid out of Special Education Funds.

C.16. Ratification of Agreement #23-172 with the Commission on Teacher Credentialing (CTC) for the Teacher Residency Capacity Grant Project for the Period of March 1, 2022 – June 30, 2026 (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees accept and ratify Agreement #23-172 Teacher Residency Capacity Grant from the Commission on Teacher Credentialing (CTC), to design and implement a teacher residency program. The district will receive a total grant award in the amount of \$249,000 to be utilized during the project performance period of March 1, 2022, through June 30, 2026, as detailed.

Section D: ACTION ITEMS

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

D.1. Approval of the Revisions to the Oxnard School District and California School Employees

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

Association, Chapter 272 (“CSEA”) 2022-23 Collective Bargaining Agreement (Torres)

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the revisions to the 2022-2023 Collective Bargaining Agreement between the District and CSEA, in the amount of \$7,212,678.00, to be paid from a combination of ESSER, LCFF Supplemental & Concentration, and Child Nutrition funds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.2. Approval of a Provisional Internship Permit in Special Education, Early Childhood, for Rosalia Barragan to Serve as a Preschool Teacher at San Miguel School for the 2023-24 School Year (Torres/Carroll)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve a Provisional Internship Permit in Special Education, Early Childhood, for Rosalia Barragan to serve as a Preschool Teacher at San Miguel School for the 2023-24 school year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

D.3. Approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Daniel Gebhardt to serve as a Seventh and Eighth Grade Resource Specialist Teacher at Curren School and as a Fifth Grade Resource Specialist Teacher at Lemonwood School for the 2023-24 School Year (Torres/Carroll)

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Daniel Gebhardt to serve as a Seventh and Eighth Grade Resource Specialist Teacher at Curren School and as a Fifth Grade Resource Specialist Teacher at Lemonwood School for the 2023-24 school year, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

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

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

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, October 27th, 2023.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: November 01, 2023

Agenda Section: Section A: Study Session

Study Session - District Assessments 2022-2023 (Fox/Thomas)

The Educational Services Team will present student data for the 2022-2023 school year in English/Language Arts and Math for State and District assessments.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None - information only.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 01, 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: November 01, 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 for Suspended Enforcement of Expulsion:
 - Case No. 23-04 (Action Item)
 - Case No. 23-05 (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 Evaluation
 - Interim Superintendent

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 01, 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: November 01, 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: November 01, 2023

Agenda Section: Section A: Preliminary

Adoption and Presentation of Resolution #23-07 "2023 School Psychology Awareness Week" (DeGenna/Jefferson)

The National Association of School Psychologists, (NASP) has recognized November 6-10, 2023 as School Psychology Awareness Week, "Let's Grow Together".

The District recognizes School Psychologists for the important and vital role that they play in the personal and academic development and success of the Oxnard School District students. School Psychologists collaborate with educators, parents, and other professionals to create safe, healthy, and supportive learning environments that strengthen connections between home, school, and the community for all students.

FISCAL IMPACT:

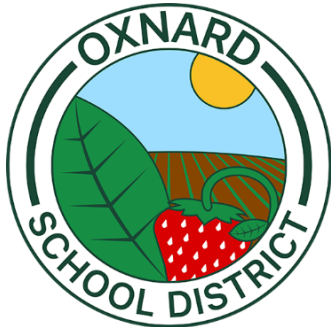
N/A

RECOMMENDATION:

It is the recommendation of the Interim Superintendent and the Director of Special Education Services that the Board of Trustees adopt and present Resolution #23-07, in recognition of School Psychology Awareness Week 2023.

ADDITIONAL MATERIALS:

Attached: [#23-07 Resolution- Psych Awareness Week Board 11 01 23 \(1 page\)](#)



**RESOLUTION NO. 23-07
ONARD SCHOOL DISTRICT
BOARD OF TRUSTEES**

***School Psychology Awareness Week
November 6-10, 2023***
"Let's Grow Together"

WHEREAS, children have a natural propensity to learn and have the right to learn; and

WHEREAS, it is imperative that society emphasize the needs of children and youth and invest in education as a top priority; and

WHEREAS, to enhance the total environment in which children live and grow, schools must apply sound psychological principles to instruction and learning, cultivate children's intellectual, social and emotional development, meet the educational needs of our culturally diverse student population, and promote early intervention to ensure students' scholastic success; and

WHEREAS, school psychologists help parents and educators foster healthy child development and are the school-based experts in children's learning and psychological development; and

WHEREAS, school psychologists are leaders in assessing and recommending interventions for at risk students while promoting the endless possibilities for academic and personal success in the lives of the students they serve; and

WHEREAS, school psychologists facilitate collaboration to help parents and educators identify and reduce factors, promote protective factors, create safe and caring schools, access community resources to help students feel connected, supported, and ready to achieve their individual goals; and

WHEREAS, it is appropriate that we all take the time to recognize the important and vital role that school psychologists play in the personal and academic development of our state's children; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Oxnard School District proclaims the week of November 6-10, 2023, as ***School Psychology Awareness Week***, and encourages staff and the community at large to celebrate the important contributions of this vital profession.

BE IT FURTHER RESOLVED that the Board of Trustees expresses its appreciation, and that of the District staff, to the cadre of outstanding psychologists in the Oxnard School District for the exceptional care and dedication given to the children of the Oxnard community.

Adopted this 1st day of November 2023.

President, Board of Trustees

Clerk, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

Member, Board of Trustees

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: November 01, 2023

Agenda Section: Section A: Report

2022-2023 Annual Report of the Commission (Torres/Fuentes)

The Administration will provide a presentation on the Personnel Commission's 2022-2023 Annual Report.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None – information only.

ADDITIONAL MATERIALS:

Attached: [Annual Report 22-23.pdf](#)

PHILOSOPHY OF MERIT

In our democracy, citizens have an expectation that governmental processes be conducted in a fair, efficient, and open manner, and that public institutions be accountable for representing the public interest. Merit System principles emphasize these values and provide a personnel selection system that is open to all and free from political interference. As school districts continue to experience systemic change resulting from social, financial, and political pressures, it becomes increasingly important that school administrators incorporate Merit System principles into every decision they make concerning classified employees.

School district personnel management should be implemented consistent with the following Merit System principles:

1. Recruitment of job applicants should be from sources representing all segments of society, and selection and advancement should be determined solely on the basis of relative ability, knowledge, and skills, after fair and open competition, which assures that all receive equal opportunity.
2. All employees and applicants for employment should receive fair and equitable treatment in all aspects of personnel management without regard to political affiliation, race, color, religion, national origin, sex, marital status, age, disabling condition or sexual orientation.
3. Equal pay should be provided for work of equal effort, skill, and responsibility.
4. School district employees should be managed and treated fairly and consistently and be engaged in work that serves the best interests of students.
5. Employees should be retained and promoted on the basis of merit, as measured by the adequacy of their performance and professional achievement.
6. Employees should be protected from arbitrary employment actions and afforded due process rights consistent with applicable law.

-CSPCA Website
July 2020

Personnel Commissioners

Ernest Morrison
Term 2021—2024
Board of Trustees' Appointee

Denis O'Leary
Term 2020—2023
CSEA Appointee

Paul Robinson
Term 2022—2025
Joint Appointee

Personnel Commission Staff

Dr. Adalberto Fuentes
Director, Classified Human Resources

Tanya Ventura
Human Resources Analyst

Fabian Lopez Rivera
Administrative Assistant

Esmeralda Hernandez
Human Resources Technician

Victoria Saadati
Human Resources Technician

Maribel Zambrano
Human Resources Technician

Educational Service Center
Personnel Commission
1051 South A Street
Oxnard, CA 93030
Phone: (805) 385-1501 Ext. 2070
www.oxnardsd.org

Oxnard School District



Annual Report of the Personnel Commission

2022-2023

1051 South A St.
Oxnard, California 93030
(805) 385-1501

The Merit System

The classified employees of the Oxnard School District have operated under the Merit System since 1967. The system provides equal opportunity for applicants by requiring competition for positions. The Merit System is a system of rules and procedures similar to civil service. Its fundamental purpose is to ensure that employees are selected, promoted and retained without favoritism or prejudice based on merit and fitness, with the Personnel Commission playing a crucial part in the recruitment, selection and retention of the District's classified staff. The Commissioners usually meet once a month to consider examinations, eligibility lists, reclassifications, salary studies, rule changes, disciplinary appeals, and other areas of importance to all classified employees.

The Personnel Commission's purpose is multifaceted. In accordance with the provisions of the Education Code, the Commission establishes and amends Personnel Commission rules that are binding on the District as a whole; conducts classification studies; recommends equity salary adjustments; conducts all classified recruitment and selection processes; establishes procedures for transfers; interprets rules and regulations; and conducts disciplinary hearings and appeals.

In order to maintain its freedom to act, the Personnel Commission administers its own budget. The Personnel Commission budget for 2022-2023 was \$805,182.

The Oxnard School District Personnel Commission meets generally on the second Thursday of the month. Agendas for the Commission meetings are posted in paper format and electronically on the District website, www.oxnardsd.org (Departments/ Human Resources/ Personnel Commission). Job opportunities are also posted district-wide. The Personnel Commission is a member of the California School Personnel Commissioners Association Commissioners Association and the Tri-Counties Schools Personnel Association.

Personnel Commission Regular Meetings

The Commission meets on the second Thursday of each month at 3:30 pm in the ESC

Employees

Bargaining Unit	880
Confidential	4
Management	22
Substitute/Exempt	252
Total	1,158

Personnel Transactions

Substitute/Exempt	190
New Hires	167
Resignations	104
Transfers	51
Promotions	29
Retirements	23
Reemployments	2
Rehires	0
Release from Probations	13
Terminations	7
Medical Layoffs	1
Layoffs	5
Voluntary Demotions	7
New Positions	3
Reclassifications	3
Increase in Hours	1
Administrative Transfers	25
Reinstatement	2
Total	633

Classified Position Management

HRA's Approved & Processed	514
Transfer Postings	314
Established Positions	70
Abolished Positions	11

Recruitment Services

Number of Recruitments	178
Hits Received	193,751
Applications Received	3,580
Number of Eligibility Lists	103
Written Tests	692
Qualification Interviews	415
Bilingual Test (written & oral)	153
Performance/Technical Test	56
Training & Experience Evaluation	62
Title I/NCLB Test	128
Total Tests Administered	1,506

Classification & Compensation

New Classifications	6
Revised Classifications	103
Reclassifications	4
Total	113

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: November 01, 2023

Agenda Section: Section A: Report

Report - Instructional Support (Fox)

The Educational Services Teaching and Learning Team will provide an overview of the instructional supports which are provided to practitioners.

FISCAL IMPACT:

N/A

RECOMMENDATION:

None-Informational Only

ADDITIONAL MATERIALS:

Attached: [Instructional Support Presentation \(Fox\) 25 pgs.pdf](#)



Report: Instructional Support

November 1, 2023

Strategic Plan



EMPOWERS

Excellence through

Multilingualism • Possibility • Opportunity • Equity • Respect • Scholarship

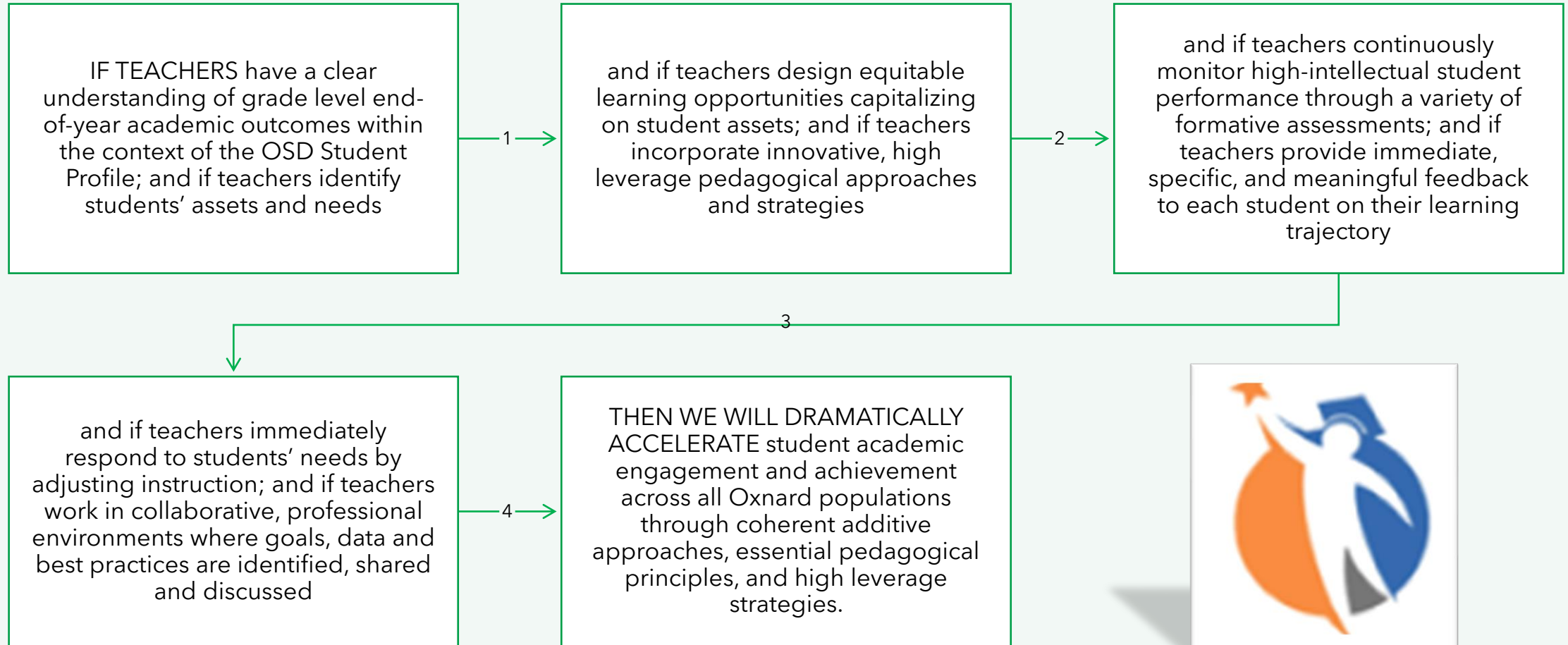
Excelencia a través de

Multilingüismo • Posibilidad • Oportunidad • Equidad • Respeto • Sabiduría

Strategic Goals



Theory of Action



Teaching & Learning

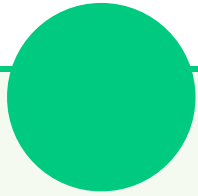


- Instructional Outcomes
- Assets Based Instruction
- Student Variability (UDL)
- High Leverage Practices
- Assessments to Guide Instruction
- Meaningful Feedback to Students
- Differentiation
- Collaborative Planning

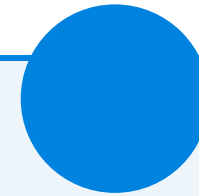
TOSAs/Educational Specialists



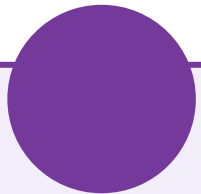
BILITERACY
LITERACY
ELD



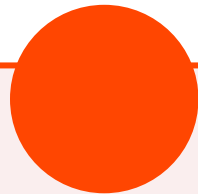
ED TECH



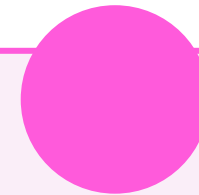
SPECIAL EDUCATION
INCLUSIVE PRACTICES



TK
KINDERGARTEN



MATHEMATICS
SCIENCE
SOCIAL STUDIES
ELA



CONSULTING TEACHER



Crosscutting Practices

OSD Student Profile

Oxnard School District students will be promoted from our schools with the following traits:

Innovator
Students will be creative writers, successful readers and mathematical thinkers; able to create, design, and apply new knowledge in a variety of contexts.

Problem Solver
Students will be confident and solution oriented; able to demonstrate a growth mindset and advocate for themselves and for others.

Achiever
Students will be able to demonstrate their knowledge on local and state measures in all academic areas.

Global Thinker
Students will be compassionate, multilingual, and inclusive; able to understand and to convey pride in their identity, heritage, and history.

Collaborator
Students will be collaborative learners; able to communicate and learn through and with others.

Digital Learner
Students will be technologically, artistically, academically and linguistically prepared to succeed and to lead.

Focused on the Future
Students will be high school, college, and career ready; challenged to select rigorous courses and equipped with the tools, knowledge, and skills to be prepared for the future.

Oxnard School District Changing the World!
In School and Beyond

Inquiry Investigation

- Ask questions and define problems.
- Plan and carry out investigations and inquiries.
- Use technology and digital media strategically to support investigations.
- Analyze and interpret data from investigations
- Make predictions based on identifying patterns and cause-and-effect relationships.

Cultural Competence

- Explore local and global contexts and perspectives to interpret historical relationships.
- Come to understand other perspectives and cultures through reading, listening, and collaboration.
- Respect the right of others to differ in their perspective and cultural norms.

Research & Productive Discourse

- Obtain and evaluate new information and evidence from informational text.
- Use technology and digital media strategically to collect and evaluate textual and multimedia evidence.
- Evaluate the credibility and significance of sources and data by identifying potential bias and considering context and corroboration.
- Use deliberative discussion when making decisions or reaching judgments as a group, and respect the right of others to differ.
- Make claims based on evidence from multiple sources and critique the reasoning of others.
- Explain findings orally and in writing.

Mathematical & Computational Thinking


- Use mathematics and computational thinking to reason abstractly and quantitatively.
- Make sense of problems and persevere in solving them.
- Attend to precision.
- Recognize and manipulate scale, proportion, and quantity.

Systems & Design Thinking

- Construct explanations of complex phenomena by developing and using models to represent and explain relationships within systems and between systems.
- Use technology and digital media strategically to investigate and represent systems.
- Recognize when systems are stable and factors that affect stability and change.
- Utilize chronological and spatial thinking to compare the structure and function of components within systems.
- Design solutions to problems by considering how to manipulate the components within associated systems.



Transitional Kindergarten



Supporting Classroom Teachers to Meet the Unique Social, Emotional, and Academic Needs of Every Child by Implementing Practices that are:

- Developmentally Appropriate
- Supportive of Social-Emotional Needs
- Inclusive
- Nurturing Environments

Transitional Kindergarten

- Model Lessons
- Room Environment
- Play-Based Learning
- Professional Development
- Materials Support and Training
- Reporting and Assessment
- Collaboration Meetings
- TK Collaborative
- Lego Based Learning



Biliteracy

Coaching Support

Collaborative Planning

Resources

Biliteracy Network Nights

Sample Lessons

Unit Design

New Teacher Support

Professional Development



Secuencia	Resumen general/Descripción Aug 21- Oct 27 Características físicas de California		Duración
	Contenido	Lectoescritura	
1	<p><u>Naciones de los nativos de California y como adaptaron a su entorno físico</u></p> <p>Oralidad: Visitar mapas para identificar Estados Unidos, CA, características físicas como Océano Pacífico, ríos y valles, Sierra Nevada, desierto mojavé, valle central. Además conocer tipos de mapas que incluye política y físico. Sistema de cuadrícula de coordenadas, polo norte y sur. las principales naciones de los nativos de California y como adaptaron a su entorno físico</p> <p>FA 1</p> <p>Investigación: Investigan las principales naciones de los nativos de California y como se adaptaron a su entorno físico. Discutir la economía, las leyendas y las creencias religiosas de los indígenas de California en la época precolombina</p> <p>FA 2</p> <ul style="list-style-type: none"> - crearán una línea de tiempo y responderán a las preguntas de enfoque mencionado en FA 2 	<p>Oralidad</p> <ul style="list-style-type: none"> - Identificar información explícita e implícita en un texto <p>FA 3</p> <p>Lectura de Textos Informativos</p> <p>Para la Investigación</p> <ul style="list-style-type: none"> - (Fuentes primarias y secundarias) sobre las principales naciones de los nativos de California y cómo se adaptaron a su entorno físico. Discutir la economía, las leyendas y las creencias religiosas de los indígenas de California en la época precolombina <p>FA 2</p> <p>Para la lectura</p> <ul style="list-style-type: none"> - RI.4.4 Determinar el significado de palabras y frases académicas generales y de dominio específico en un texto sobre California - RI.4.1 Identificar información explícita e implícita en un texto <p>Escritura</p> <ul style="list-style-type: none"> - Tomarán notas y recopilarán información sobre quién vivió en California (indígenas americano en la época precolombina) <p>FA 2</p>	2

Literacy/Biliteracy Site Support



Unit Sequencing



Lesson Planning



Common Formative Assessments



Coaching



PLC support



Model Lessons



Professional Development



Collaboration



World Language Spanish Elective

- Unit Design
- Instructional Planning
- Collaboration Opportunities
- Resources and Guides
- Pedagogical Practices



Mathematics



TK-Grade 2

- Early Number Progression
- Partnership between Oxnard SD, UCLA and VCOE
- Professional Learning
- Peer-Coaching and Demonstration Lessons

Grades 3-5

- Professional Learning
- Peer-Coaching and Demonstration Lessons
- Book Clubs centered around Building Thinking Classrooms
- District-wide Problem of the Month

Grades 6-8

- Focus on Fremont, Lopez and Frank
- After School Grade Level collaborations
- Demonstration Lessons and Peer Coaching sessions
- SPED Supports

Educational Technology

- Collaboration + Coaching
- Site Grade Level Teams
- Canvas
- Standards-Based Reporting
- Digital Literacy
- AI to Enhance Planning
- Educational Tools and Assessments
- Accessibility & Differentiation (UDL)



Standards-Based Reporting



Enhancing Standards-Based Teaching and Learning



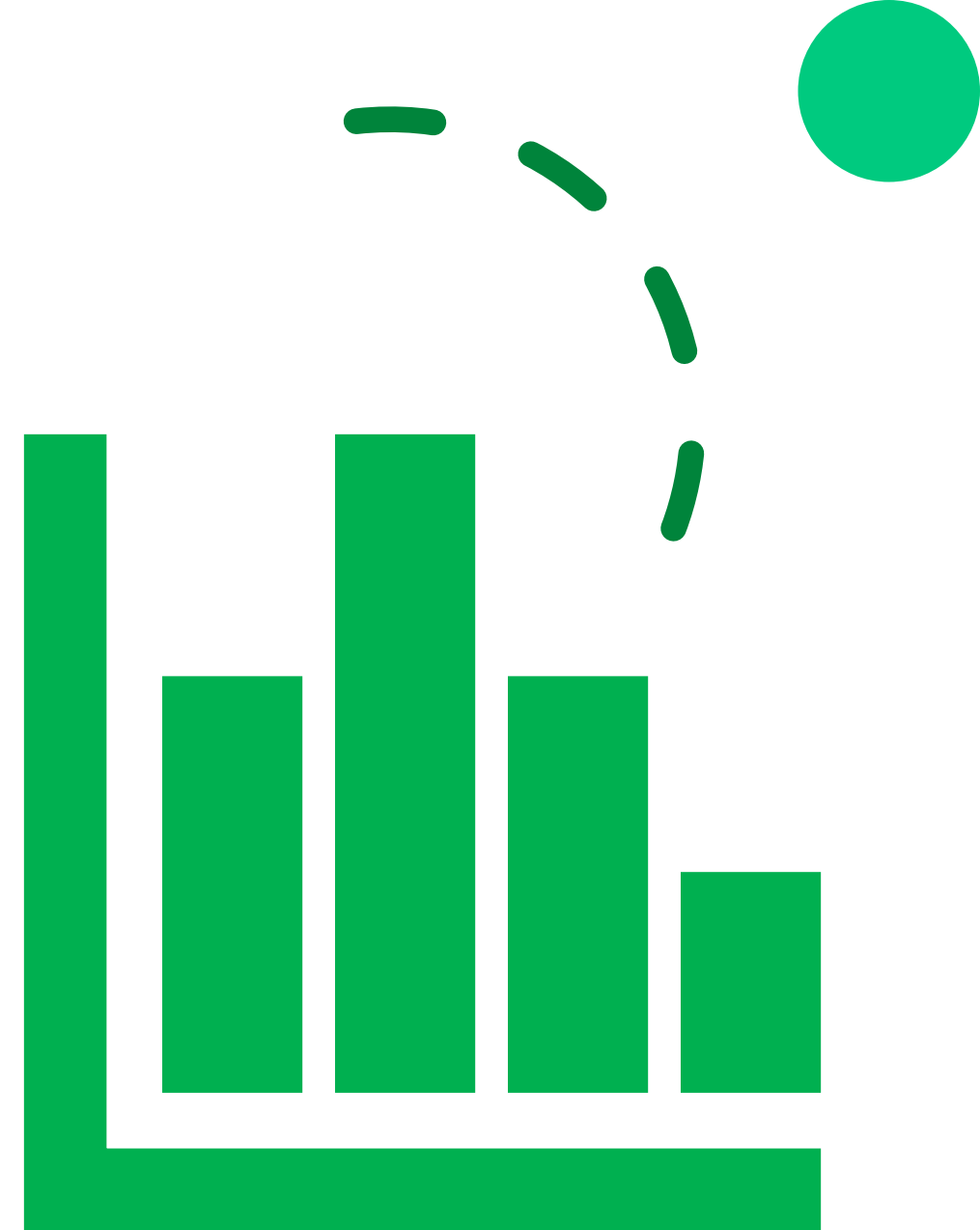
Making Connections: Standards, Outcomes, BUFs, & Curriculum



Guiding Student Growth with Assessments and Progress Tracking



Meaningful Feedback



Inclusive Practices

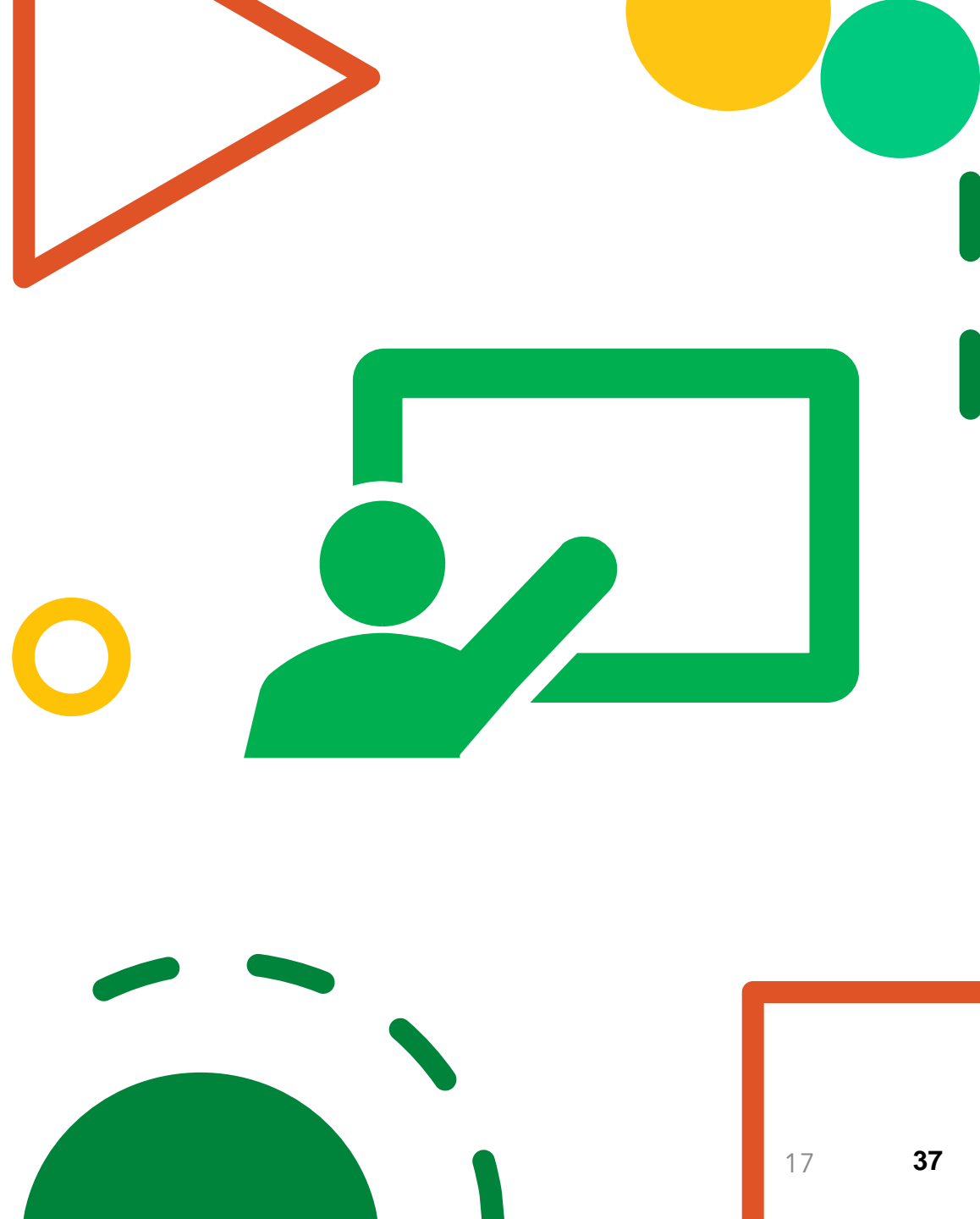


Focus

- Plan for Variability
- Accommodations and Universal Design in First Instruction
- Implement Grade Level Curriculum while addressing skill gaps
- Addressing Behavior and Socioemotional Learning in the Environment

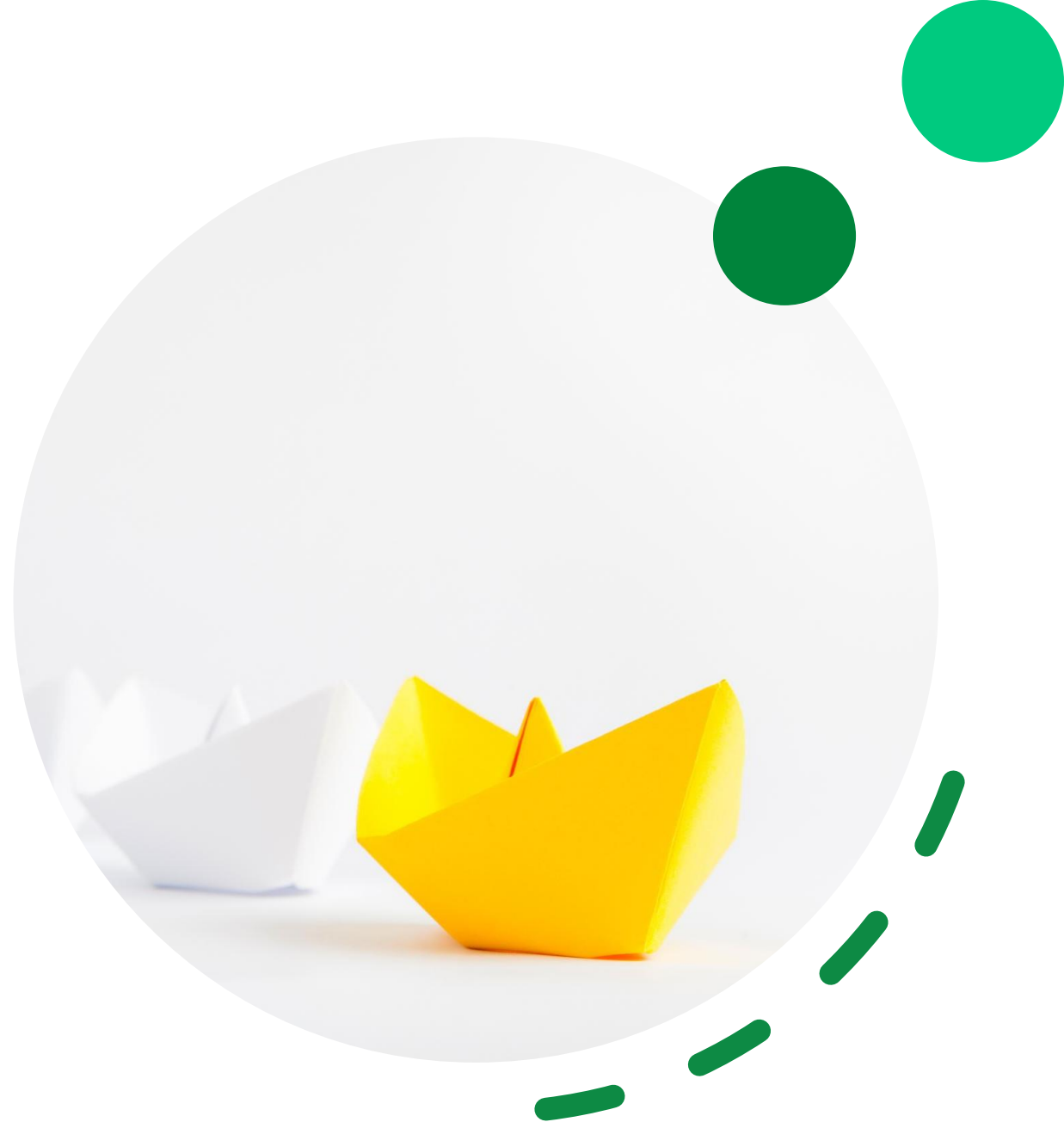
Consulting Teacher

- New Teacher Support
- Support with Behavior Management
- Lesson Design
- Coaching Cycles
- Materials and Resources
- Reading Project
- Member of Peer Assistance and Review Committee



Support for Content Teachers

- Mathematics
- Social Science
- Science
- English Language Arts



Professional Development & Support for Middle School Teachers

Scope and Sequence

Frameworks

Standards

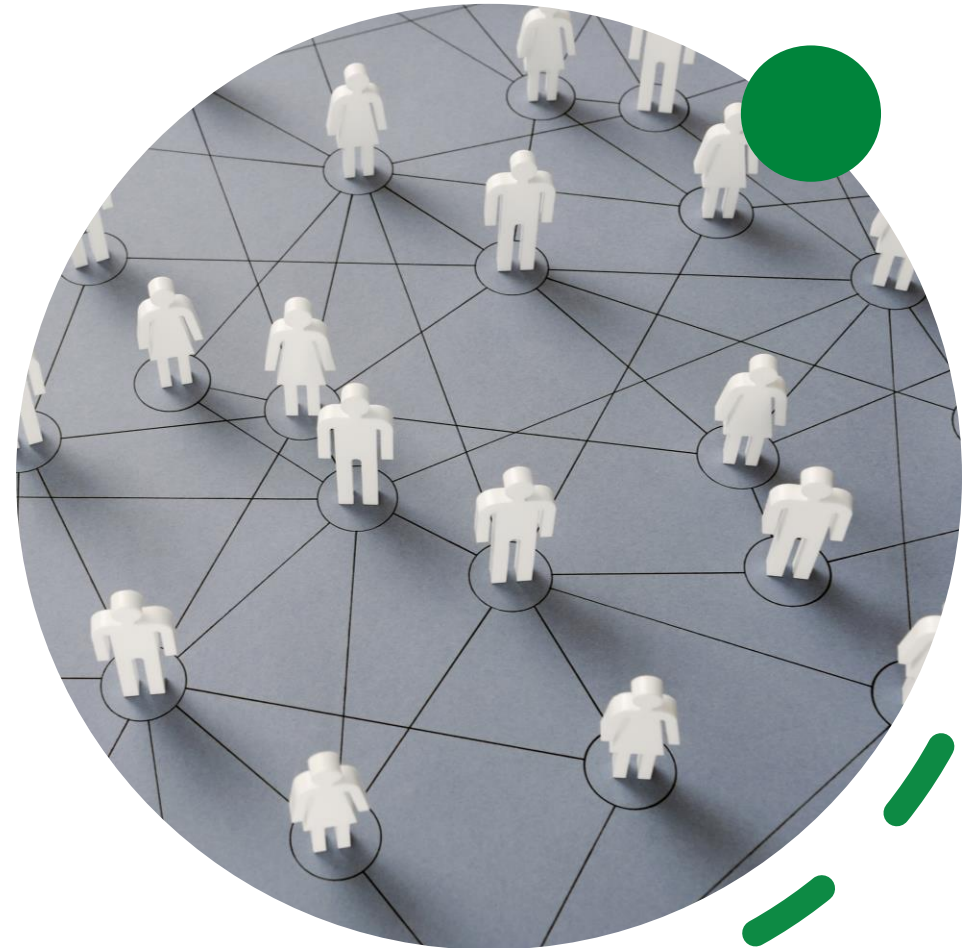
Strategic Content Planning

Connections to the CAASPP

Common Formative Assessments

Integration of Reading and Writing

Instructional Resources



Science

Providing students with opportunities to engage in high quality, inquiry-based science instruction is a matter of **equity**.

GOALS

- 1 Advance teacher expertise in NGSS and Inquiry Learning
- 2 Nurture Communities of Practice & Collective Efficacy
- 3 Promote strategies for increasing student Engagement and Equitable Teaching Practices

The Three Dimensions of NGSS



Embedded Professional Learning

- **Coaching:** lesson design and inquiry-based learning pedagogies
- **Collaboration:** co-developing and co-teaching science lessons



Professional Learning Educator Workshops

- NGSS Bootcamp
- Intro to NGSS 1: OSD Report Card Outcomes for K-5
- Intro to NGSS 2: Unpacking Standards to Create Engaging Storylines
- Integrating Literacy Instruction w/Science
- TWIG Science (TK-5) Curriculum Trainings
- Inspire Science (6-8) Curriculum Trainings
- [Science Fridays!](#)

English Language Development

Collaborative Coaching

One-on-One Support

Standards Based Lesson Design

Strategies and Resources

Common Planning Time

Professional Development



Ethnic Studies Elective

- Coaching Support
- Program Design
- Implementation Guidance
- Unit Development
- Professional Development
- Materials and Resources
- Integration of Standards
- Demonstration Lessons



Teaching & Learning Goals

Enhance

- Enhance Diverse Learning Domains

Foster

- Foster Language Skills

Nurture

- Nurture Scientific Curiosity

Leverage

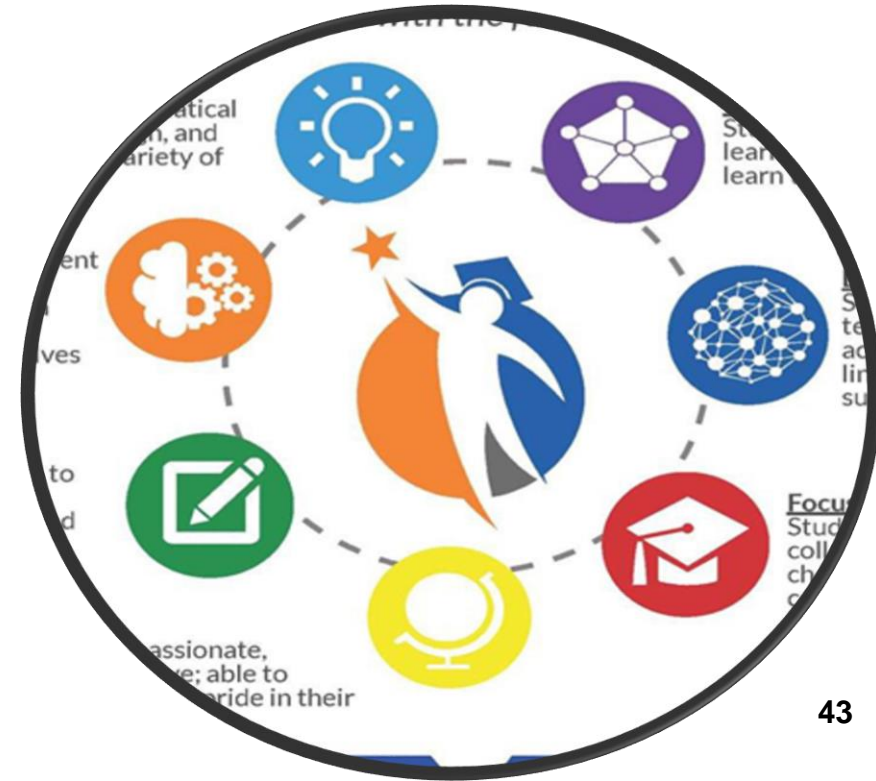
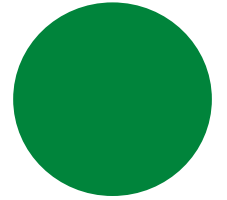
- Leverage Technology

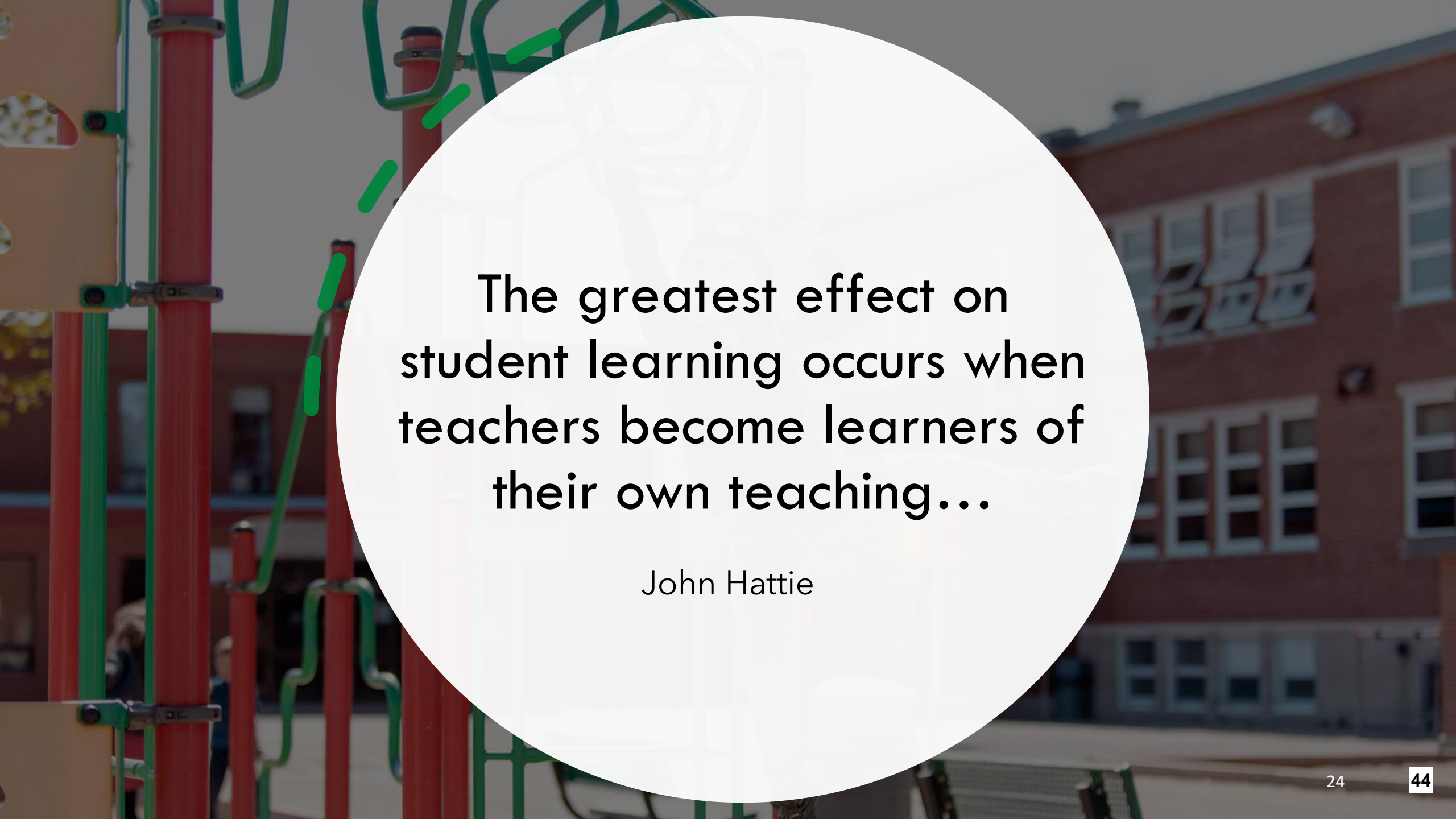
Enhance

- Enhance Pedagogical Practices

Contribute

- Contribute to a well-rounded education that embraces innovation and excellence.





The greatest effect on student learning occurs when teachers become learners of their own teaching...

John Hattie

Thank you

OSD Teaching & Learning



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 01, 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: Dr. Natalia Torres

Date of Meeting: November 01, 2023

Agenda Section: Section B: Hearing

Conduct Public Hearing to Sunshine the California School Employees Association Chapter #272 (CSEA) and the Oxnard School District (District) Initial Proposals for 2023-2024 Negotiations, Pursuant to Government Code Section 3547 (Torres/Carroll)

In accordance with Article 29, Term of Agreement, of the current collective bargaining agreement between the California School Employees Association (CSEA) and the Oxnard School District (District), the District and CSEA would like to enter into contract negotiations for the 2023-24 school year and any additional years, as may be mutually agreed upon by the parties. Pursuant to the provisions of Government Code Section 3547, CSEA and the District submit their intent to hold this Public Hearing before the parties meet to negotiate the articles listed on the attached. Upon completion of the Public Hearing, the District looks forward to initiating a good faith bargaining effort with CSEA.

FISCAL IMPACT:

N/A

RECOMMENDATION:

Following the Public Hearing, it is the recommendation of the Assistant Superintendent of Human Resources that the Board of Trustees authorize the District to enter into contract negotiations for the 2023-24 school year and any additional years, as may be mutually agreed upon by the parties.

ADDITIONAL MATERIALS:

Attached: [23-24 DO Sunshine w CSEA Letters \(three pages\)](#)

[CSEA 23 CC 272 IP REO 2023-2024 \(one page\)](#)

[Public Hearing Notice CSEA Initial Proposals 23-24 \(one page\)](#)



OXNARD SCHOOL DISTRICT

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

October 19, 2023

Veronica Robles-Solis, President, Board of Trustees c/o
Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of District Initial Proposals Pursuant to Govt. Code Section 3547

Dear President Robles-Solis,

In accordance with Article 29, Term of the Agreement, of the current collective bargaining agreement between the California School Employees Association, Chapter #272 (CSEA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2023-24 school year and any additional years as may be mutually agreed upon by the parties.

The District is looking forward to again working collaboratively with CSEA and continuing the use of the Hybrid Interest Based Problem Solving method, during negotiations, to address issues that arise by either party. The District's negotiating team will include:

Dr. Natalia Torres, Assistant Superintendent, HR, and Lead Negotiator
Ms. Valerie Mitchell, Assistant Superintendent, Business Services
Dr. Scott Carroll, Director, Certificated Human Resources
Dr. Aracely Fox, Acting Associate Superintendent, Educational Services
Mr. Jason Corona, Interim Director of Child Nutrition Services
Mr. Jorge Mares, Principal, Sierra Linda
Mr. Dana Miller, Director Facilities

Pursuant to Article 29: Term of Agreement, in the current CSEA bargaining agreement, the current agreement expires on October 31, 2024. Per the OSD-CSEA contract agreement, Article 9 (Pay Allowances) and Article 13 (Health and Welfare Benefits), shall be opened for negotiations. Per mediation agreements, the Parties mutually agreed to reopen Article 15.4 (Scheduling of Vacations) and Article 16.2.2 (Bereavement Leave: Verification) for negotiations. In addition, the District plans to reopen the following articles for negotiations: Article 7 (Evaluations), Article 8 (Hours and Overtime), and any other articles mutually agreeable to both parties.

Pursuant to the provisions of Government Code Section 3547, the District submits its intent to hold this Public Hearing, in accordance with the Educational Employment Relations Act provisions. Upon completion of the Public Hearing, the District looks forward to initiating a good faith bargaining effort with CSEA and continuing the use of the Hybrid Interest Based Problem Solving approach to discuss these articles.

The Public Hearing and consideration of CSEA's and the District's initial proposals is scheduled for the November 1, 2023 Board Meeting.

Sincerely

Dr. Natalia Torres

Assistant Superintendent, Human Resources

cc: Ms. Valerie Mitchell, Assistant Superintendent, Business Services
Dr. Carroll, Director, Certificated Human Resources
Dr. Anabolena DeGenna, Interim Superintendent
Ms. Ilene Poland, CSEA President, Chapter 272
Mr. Christopher Crump, CSEA Labor Representative



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

October 19, 2023

Ilene Poland, CSEA Chapter 272 President
c/o Oxnard School District
1051 South A Street
Oxnard, California 93030

Re: Sunshine of District Initial Proposals Pursuant to Govt. Code Section 3547

Dear Ms. Poland,

In accordance with Article 29, Term of the Agreement, of the current collective bargaining agreement between the California School Employees Association, Chapter #272 (CSEA) and the Oxnard School District (District), the District would like to enter into contract negotiations for the 2023-24 school year and any additional years as may be mutually agreed upon by the parties.

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The Public Hearing and consideration of CSEA's and the District's initial proposals is scheduled for the November 1, 2023 Board Meeting.

Sincerely

Dr. Natalia Torres
Assistant Superintendent
Human Resources

cc: Ms. Valerie Mitchell, Assistant Superintendent, Business Services
Dr. Carroll, Director, Certificated Human Resources
Dr. Anabolena DeGenna, Interim Superintendent
Ms. Ilene Poland, CSEA President, Chapter 272
Mr. Christopher Crump, CSEA Labor Representative



OXNARD SCHOOL DISTRICT

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Dr. Torres
Assistant Superintendent
Human Resources

Dr. Fuentes
Director, Classified Human Resources

Oxnard School District 2023-2024 Initial Sunshine Proposals to California School Employees Association, Chapter 272 (CSEA) Hybrid Interest Based Problem Solving

- Pursuant to Article 29, Term of Agreement, in the current CSEA bargaining agreement, the current agreement expires on October 31, 2024. Per the OSD-CSEA contract agreement, the following articles shall be opened for negotiations:

Article 9: Pay Allowances

Article 13: Health and Welfare Benefits

- The parties mutually agreed to reopen the following article, per mediation agreements:

Article 15.4: Vacations (Scheduling of Vacations)

The District and CSEA seek to discuss vacations for CSEA unit members, specifically section 15.4: Scheduling Vacations.

Article 16.2.2: Leaves (Bereavement Leave: Verification)

The District and CSEA seek to discuss leaves for CSEA unit members, specifically section 16.2.2: Bereavement Leave Verification.

- In addition, the District plans to open the following articles:

Article 7: Evaluations

The District seeks to discuss Evaluations.

Article 8: Hours and Overtime

The District seeks to discuss hours and overtime for CSEA unit members.

**INITIAL PROPOSAL – CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND
ITS OXNARD ELEMENTARY CHAPTER 272**

The California School Employees Association (CSEA) and its Oxnard Elementary Chapter 272 with this initial proposal notifies the Oxnard School District (District) of CSEA's intent to modify or amend the contract and negotiate a number of articles within the collective bargaining agreement.

ARTICLE 8 – HOURS AND OVERTIME

CSEA proposes to make changes to Section 3: Overtime which may include clarifying language about the rotation and distribution of overtime assignments.

ARTICLE 9 -- PAY ALLOWANCES

CSEA proposes to negotiate a dignified wage increase for classified employees.

ARTICLE 13 -- HEALTH AND WELFARE BENEFITS

CSEA proposes to make changes to Section 3: District Contribution which may include an increase to the District's contribution to employee health benefits.

ARTICLE 15 – VACATION PLAN

CSEA proposes to make changes to Section 4: Scheduling of Vacations, which may include protocols for how vacation requests are to be scheduled, submitted, and reviewed.

ARTICLE 16 -- LEAVES

CSEA proposes to make changes to Section 13: Leave(s) of Absence without Pay, which may include clarification on employees' eligibility to utilize this leave option.

Should you have any questions or concerns, please do not hesitate to contact us. Please proceed with any requirements for posting prior to negotiations.



OXNARD SCHOOL DISTRICT

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NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that the Oxnard School District intends to conduct a public hearing on the *Sunshine of the California School Employees Association (CSEA) and the Oxnard School District's (District) initial proposals for 2023-2024 negotiations, pursuant to Government Code Section 3547*, at a regular meeting of the Board of Trustees on **November 1, 2023** at 7:00 pm, or as soon thereafter as this matter may be heard, in the Board Room of the Educational Services Center located at 1051 South A Street, Oxnard, CA 93030.

PLEASE TAKE FURTHER NOTICE that following the public hearing, the Board of Trustees of the Oxnard School District will consider authorizing the District to enter into contract negotiations with CSEA for the 2023-2024 school year and any additional years, as may be mutually agreed upon by the parties.

By: Natalia Torres, Ed.D.
Assistant Superintendent, Human Resources
(805) 385-1501, ext. 2050

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: November 01, 2023

Agenda Section: Section C: Consent Agenda

2022 California Farm to School Incubator Grant Program (Mitchell/Corona)

Oxnard School District has been awarded the California Farm to School K-12 Procurement and Education Grant in the amount of \$157,300.00 from the California Department of Food and Agriculture and the Office of Farm to Fork (CDFA-F2F).

Oxnard School District (OSD) Child Nutrition Services (CNS) Personnel, Educational Services, and the OSD Wellness Collaborative, will collaborate to develop and implement student farmers markets, local farm healthy meal boxes for economically disadvantaged students, harvest of the month promotions, and field trips to local farms and bring local farmers to schools for educational purposes. The goal is to enhance students' access to fresh, local produce, increase their awareness of sustainable agriculture, and foster a lifelong appreciation for healthy eating habits.

FISCAL IMPACT:

None.

RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Final Budget \(2 pages\)](#)

[Scope of Work \(5 pages\)](#)

State of California
California Department of Food and Agriculture Office of Farm to Fork (CDFA-F2F)
2022 California Farm to School Incubator Grant Program

ATTACHMENT B: Budget

TRACK 1: THE CALIFORNIA FARM TO SCHOOL K-12 PROCUREMENT AND EDUCATION GRANT

Grant Recipient Name:

Oxnard School District

Award Amount:

\$157,300.00

1 SPENDING CATEGORY 1: CA FOOD PROCUREMENT COSTS (no cap)

Item Type	Leave this column blank	Leave this column blank	For school meals or student education?	Spend \$\$ When? month(s)/yr(s)	\$\$ Amount Required
1a CA Grown Fruits & Vegetables (Field Trip Bags)			Student education	2/24 - 3/25	\$8,000.00
CA Grown Fruits & Vegetables (Student Farmers Market)			Student education	1/24 - 3/25	\$60,000.00
CA Grown Fruits & Vegetables (Fresh Fruit and Vegetable Boxes)			Student education	1/24 - 5/25	\$20,000.00
1b CA Grown Fruits & Vegetables (Harvest of the Month In Class Lessons)			Student education	24/25 SY During Grant Term	\$3,600.00
<i>Total CA Food Procurement Costs</i>					\$91,600.00
<i>Percent of Total Award Amount</i>					58.23%

2 SPENDING CATEGORY 2: FARM TO SCHOOL EDUCATION COSTS (no cap)

Item	Estimated # of Units (optional)	Estimated Cost Per Unit (optional)	Item Type	Spend \$\$ When? month(s)/yr(s)	\$\$ Amount Required
2a Recipe Cards			Supplies	2/24 - 3/25	\$ 1,200.00
2b HOTM Cafeteria and Classroom Posters			Supplies	2/24 - 3/25	\$ 250.00
2c Field Trip Bags for Students			Supplies	2/24 - 3/25	\$ 2,776.00
<i>Total Farm to School Education Costs</i>					\$4,226.00
<i>Percent of Total Award Amount</i>					2.69%

3 SPENDING CATEGORY 3: FARM TO SCHOOL STAFF/LABOR COSTS (no cap)

Salaries/Wages/Stipends:

Job Title, Name <small>(if name not yet identified, enter the Job Title & then write Name TBD)</small>	Staff Type <small>(salary, hourly wages, or stipend)</small>	# of Hours <small>(if hourly or stipend) or % FTE <small>(if salaried)</small></small>	Rate <small>(e.g., \$_/hr, \$_/yr, \$_/project)</small>	Spend \$\$ When? month(s)/yr(s)	\$\$ Amount Required
3a Child Nutrition Services Coordinator (Various)	Hourly Wages	400	22.57	2/24 - 3/25	\$9,028.00
3b Child Nutrition Services Worker (Various)	Hourly Wages	400	18.56	2/24 - 3/25	\$7,424.00
3c Child Nutrition Services Operations Specialist	Hourly Wages	20	26.13	2/24 - 3/25	\$522.00
<i>Salaries/Wages/Stipends Subtotal</i>					\$16,974.00
<i>Fringe Benefits Subtotal</i>					\$0.00
<i>Total Farm to School Staff/Labor Costs (salaries/wages/stipends + fringe benefits)</i>					\$16,974.00
<i>Percent of Total Award Amount</i>					10.79%

5 SPENDING CATEGORY 5: TRAVEL COSTS (no cap)					
Travel Type	Cost Breakdown (e.g., estimated # of: trips to schools/farms, overnight trips, field trips, flights, etc.)	Leave this column blank	Leave this column blank	Spend \$\$	\$\$ Amount
				When? month(s)/yr(s)	Required
5a Farm Field Trip Transportation	20			24/25 SY During Grant Term	\$30,000.00
<i>Total Travel Costs</i>					\$30,000.00
<i>Percent of Total Award Amount</i>					19.07%

TOTAL DIRECT COSTS \$142,800.00

8 SPENDING CATEGORY 8: INDIRECT COSTS (max. 30% of direct costs)					
% of Direct Costs	Leave this column blank	Leave this column blank	Leave this column blank	Spend \$\$	\$\$ Amount
				When?	Required
8a 10.15%				6/23 - 3/25	\$14,500.00
<i>Total Indirect Costs</i>					\$14,500.00
<i>Percent of Direct Costs</i>					10.15%

9 GRAND TOTAL \$157,300.00



CDFA OFFICE OF
FARM to FORK

ATTACHMENT A: SCOPE OF WORK

- Granting Agency:** California Department of Food and Agriculture, Office of Farm to Fork (CDFA-F2F)
- Grant Program:** 2022 California Farm to School Incubator Grant Program
- Funding Track:** Track 1 – The California Farm to School K-12 Procurement and Education Grant
- Grantee Name:** Oxnard School District
- Award Amount:** \$157,300.00

A. Project Title: Connecting Students to F2S

Project Summary: Oxnard School District (OSD) Child Nutrition Services (CNS) Personnel, Educational Services, and the OSD Wellness Collaborative, will collaborate to develop and implement student farmers markets, local farm healthy meal boxes for economically disadvantaged students, harvest of the month promotions, and field trips to local farms and bring local farmers to schools for educational purposes. The goal is to enhance students' access to fresh, local produce, increase their awareness of sustainable agriculture, and foster a lifelong appreciation for healthy eating habits.

B. The OSD team will implement programs to improve health and wellness among students, teachers, staff, and families through educational opportunities, and connecting locally grown produce to benefit nutrition and sustainability practices.

C. Previous Grant Program Recipient? No

D. Project Purpose/Need: Oxnard School District (OSD) has participated in farm to school activities with slow but successful progress. OSD has been active with the Ventura County Farm to School Collaborative focusing on unified educational programming and expansion of procurement of locally source products for all schools in Ventura County that participate.

Oxnard School District Child Nutrition Services has partnered with FoodCorps since 2017 to place a service member at two of its 20 locations. 2022/23 will be the last year FoodCorps will be represented at the district.

E. Project Goal: The goal of this project is to provide Farm Field Trips for the K-8 student body as well as bringing local farmers into the class room and/or multi-purpose rooms

and to provide lesson plans that are based on the Ventura County Farm to School (VCF2S) Collaborative Harvest of the Month (HOTM) calendar, provide ingredient bags for HOTM recipes when student attend local farm field trips, coordinate the school menu to align with the fresh, local and seasonal items that we would include in the fruit and vegetable boxes for the economically disadvantaged students, offer at the student farmers market and education information about the items as well as recipes on the school menu and other recipe options to make at home, and align HOTM educational activities with HOTM local food items on school menus.

F. Project Work Plan:

MEASURABLE PROJECT OBJECTIVES (at least 2 required)	PROJECT ACTIVITIES (at least 2 per objective)	TIMELINE (month/year each activity will occur)	PERFORMED BY (who will implement each activity)
1. Develop Field Trip learning opportunities for K-8 Grades students	Work with Education Services to develop grade appropriate lesson plans that include Farm Field Trip goals and objectives.	10/15/23 – 3/31/25	CNS Assistant Director, Ed Services Special Programs Director or designee
2. Work with Ventura County Farm to School Collaborative to update “In Class Harvest of the Month Taste Testing” Calendar	Reintroduce CNS Department in class Harvest of the Month tasting activities. Get approval from Ed Services to provide information to Teachers.	10/15/23 – 3/31/25	CNS Assistant Director, Ed Services Special Programs Director or designee
3. Implement a districtwide Harvest of the Month (HOTM) educational program	Provide lessons and materials for teachers to deliver HOTM lessons and taste tests in classrooms. Coordinate with Ventura County School Food Hub to deliver locally sourced fresh produce for HOTM program.	10/15/23 – 3/31/25	CNS Assistant Director
4. Support district’s goals to reduce food waste and increase on site composting projects	Support food waste reduction projects by teaching/reinforcing trash separation at mealtime.	12/1/2023 – 3/31/2025	CNS Assistant Director
5. Develop engaging communications marketing materials to promote local	Develop outreach materials for parents and students and	3/1/2024 – 3/1/2025	CNS Assistant Director, CNS Director

foods and scratch meals	promote actives through social media platforms.		
6. Develop and implement a student farmers market on school site/district site	Coordinate with local farmers to set up a farmers market with a variety of locally grown fruits and vegetables	3/1/2024 – 3/31/2025	CNS Assistant Director, CNS Director, Ed Services Special Programs Director or designee
7. Distribute healthy meal boxes with fresh fruits and vegetables from local farms to economically disadvantages students. Include recipe suggestions and ideas.	Coordinate with local farms to acquire fresh seasonal fruits and vegetables to include in distribution with meal bag kits for economically disadvantaged students.	1/08/2024 – 3/31/2025	CNS Assistant Director, CNS Director, CNS Staff
8. Partner with agencies focusing on school nutrition sustainability systems to capture pertinent data for statewide and agency recording	Seek out and participate with agencies to provide sustainability data related to OSD Child Nutrition Services. (i.e., Center for Ecoliteracy, Friends of the Earth, and Good Food Purchasing)	6/1/2024- 3/31/2025	CNS Assistant Director, CNS Director
9. Coordinate the school menu to align with the fresh, local, seasonal items in the produce boxes, at the student farmers markets, and in educational information	Offer items on the school menu that align with the fresh, local, and seasonal items that we would include in the fruit and vegetable boxes for economically disadvantaged students. Distribute educational materials at the student farmers market about the Farm to School items offered on the school menu as well as being offered at the student farmers market.	1/08/2024- 5/31/2024 And 9/01/2024- 3/31/2025	CNS Assistant Director, CNS Director

G. Culturally Relevant Programming: Through the partnership with FoodCorps and past work with farm to school programs, OSD has been guided in lesson plans appropriate for inclusion of culture such as The Three Sisters Legends lesson plan that highlights diversity. Lesson plans and taste testing opportunities from garden grown produce is an excellent opportunity to explore cultures and flavors from regions. These lessons have

been available for schools who show interest and will be expanded to all sites in the district through the CDFA Farm to Fork Grant.

Oxnard School District will continue to utilize the FoodCorps lesson plans with the approval of OSD Ed Services.

- H. Healthy, Equitable, Resilient Food System – Procurement Partners:** The Ventura County Farm to School Collaborative will partner with Farm Cart Organics to establish the School Food Hub because they already work with farms who share similar values to creating a healthy and equitable food system that makes a positive impact on the environment.

All of the farms in the Farm Cart hub are small to midsize and use regenerative farm practices. Most of the farms are certified organic or transitioning to certified organic.

- Three of OSD's farm partners – Alcantar Organics, Carranza Family Farms, and the Abundant Table – are also classified as socially disadvantaged and limited resource.
- What makes the McGrath farm group unique is their motto "We are growing farmers!". Phil McGrath is committed to sharing his inherited land with those who want to learn about farming and would not otherwise have access to land, supplies, and resources to start their own farm in the coastal Southern California community.
- Abundant Table farm is owned by women.
- Laubacher farms is certified organic.
- Mulberry Lane Farm is a new family farm in the community that operates programs and opportunities for Down Syndrome or other special needs individuals to have meaningful experiences on their diverse farm. They grow exotic fruits, vegetables, herbs, edible flowers, and have a small drought tolerant plant nursery.

OSD does not yet work with a veteran food producer but would like to locate one. OSD would like to work with CDFA's Farm to Fork Office, the local Farm Bureau, and the nearby Naval Base- Point Mugu- to locate a potential Veteran food producer or support the veteran community with this project.

As the School Food Hub grows, OSD will continue to search for farms that represent the values of social and community responsibility, environmental stewardship, animal welfare, nutrition, and support the local economy.

- I. Project Reporting, Invoicing, and Evaluation Requirements:** Please refer to the [2022 CA Farm to School Incubator Grant Invoicing & Reporting Timeline](#) for due dates.

- 1) **Pre-Survey:** Submit a pre-survey to the CDFA at the beginning of the grant term to summarize and quantify pre-project farm to school activities.
- 2) **Regular Financial Invoicing:** Submit **monthly or quarterly** financial invoicing to the CDFA that: **(a)** documents actual allowable project costs incurred, as listed in the approved budget (Attachment B), and **(b)** documents any program income

earned as a result of the grant award during the grant duration. When invoicing for California grown or produced, whole or minimally processed food procurement costs, grant recipients must complete the CDFA food procurement worksheet.

- i. **Payment Process:** This is a reimbursement grant program. The grant recipient will fund the project and submit monthly or quarterly invoices to the CDFA-F2F. The CDFA will reimburse allowable project costs upon approving each invoice. The grant agreement must be fully executed (signed by both parties) before project activities begin. Grant recipients are responsible for keeping all procurement records, invoices, and other related information on hand for auditing purposes.
 - ii. **IMPORTANT:** The CDFA reserves the right to withhold payment for projects that are not up to date with the filing of their pre-survey, quarterly check-ins, annual procurement check-ins, and final interview.
- 3) **Farm-Level Data:** If applicable, request farm-level data and velocity reports from distributors and make efforts to include farm-level data when completing the CDFA food procurement worksheets. The CDFA Farm to School Evaluation Team will provide support and additional guidance for these requests.
- 4) **Quarterly Check-ins:** Submit quarterly check-ins to the CDFA summarizing project progress, successes, and challenges.
- 5) **Annual Procurement Check-in:** Submit data to the CDFA annually regarding California food procurement practices for the duration of the grant and the following year after the end of the project term.
- 6) **Final Interview:** Participate in a final interview with the CDFA after the grant term concludes to discuss project successes, challenges, and other relevant information.
- 7) **External Program Evaluation:** Participate in external evaluation activities conducted by a CDFA representative or external designee for this grant program.

J. Budget: See Attachment B: Budget

- 1) If project activities are included in this Scope of Work but not included in the Budget, they will be funded by the recipient and/or a 3rd party.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: November 01, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Change Order #002-Time Impact Analysis (TIA #2) to Construction Services Agreement #17-158 between the Oxnard School District and Balfour Beatty Construction LLC for the Rose Avenue Elementary School Reconstruction Project (Mitchell/Miller/CFW)

The approved “GMP” for the Project is **Forty-One Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**. The GMP consists of (1) a Contractor Contingency in the amount of **One Million Six Hundred Ninety-Five Thousand Forty-Two Dollars and No Cents (\$1,695,042.00)**, and, (2) Sublease Payments in the amount of **\$173,660.00** per month for **12** months for a total lease value of **Two Million Eighty Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

In the early stages of the project during structural steel and rebar construction a conflict was identified by the steel contractor. The proposed structural modifications submitted by the Structural Engineer of Record by Balfour Beatty are as follows:

- Eliminate the top and bottom mats of pad reinforcement of grade beam bars. Calculations were included to justify the capacity of the pad with reduced reinforcement.
- Modify the intersection of the braced frame grade beam bars and the moment frame with addition of extending 5 bottom bars to the edge of the pad footing.
- Modification of the ties within the grade beam intersection to be two-piece ties to allow for installation.

It was identified by the architect and structural engineer of record that the modifications would be submitted as a CCD to the Division of the State Architect for official review and approval prior to commencing with construction of this scope of work.

After extensive review by the architect, structural engineer of record, DSA, and CFW, COR #01 was submitted by Balfour Beatty regarding the proposed impact of the structural revision. In COR#1 Balfour Beatty requested a 57-Day Milestone schedule extension as well as \$979,129.00 in compensation for the General Contractor (Balfour Beatty) and 8 of the affected Subcontractors.

After review by CFW and conversations with Balfour Beatty, a revised Time Impact Analysis amount of \$711,927.00 is being proposed.

FISCAL IMPACT:

Change Order #002 in the amount of \$711,927 for the Time Impact Analysis - Master Construct &

Implementation Funds

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, in consultation with Caldwell Flores Winters, Inc. that the Board of Trustees approve Change Order #002 for additional time impacts relating to the structural clarifications on the Rose Ave Reconstruction project.

ADDITIONAL MATERIALS:

Attached: [Change Order No. 002 \(2 Pages\)](#)

[COR #37R1 Worksheet \(1 Page\)](#)

[Amendment #001 \(21 Pages\)](#)

[Construction Services Agreement #17-158, Balfour Beatty Construction LLC \(22 Pages\)](#)



CHANGE ORDER

Date: 11-1-2023

CHANGE ORDER NO. 002

PROJECT: ROSE AVE ES K-5 RECONSTRUCTION
O.S.D. BID No. N/A
O.S.D. Agreement No. 17-158

OWNER: Oxnard School District
 1051 South A Street
 Oxnard, CA. 93030

ARCHITECT IBI Architects
 537 South Broadway
 Los Angeles, CA 90015

CONTRACTOR:
Balfour Beatty Construction, LLC
 13520 Evening Creek Dr North, Suite 270
 San Diego, CA 92128
Attn: Mr. Dennis Kuykendall

Architects Proj. No.: 109990
D.S.A. File No.: 56-22
D.S.A. App. No.: 03-119284

CONFORMANCE WITH CONTRACT DOCUMENTS, PROJECT MANUAL, DRAWINGS AND SPECIFICATION. All Change Order work shall be in strict conformance with the Contract Documents, Project Manual, Drawings, and Specifications as they pertain to work of a similar nature.

ORIGINAL CONTRACT SUM.....	\$ 41,678,393.00
NET CHANGE - ALL PREVIOUS CHANGE ORDERS.....	\$ 234,166.40
ADJUSTED CONTRACT SUM.....	\$ 41,912,559.40
NET CHANGE – CHANGE ORDER #002	\$ 711,928.04

Total Change Orders to Date:	\$ 946,094.44
ADJUSTED CONTRACT SUM THROUGH CHANGE ORDER NO. 001:.....	\$ 42,624,487.44

Anticipated Commencement Date.....	November 1, 2021
Actual Commencement Date:	November 1, 2021
Original Completion Date:	October 5, 2023
Original Contract Time:	705 Calendar Days
Time Extension for all Previous Change Orders:	Zero Days
Time Extension for this Change Order:	40 Days
Adjusted Completion Date:	November 14, 2023

Percentage (2.27%)

Item	Description	Unforeseen Condition (UFO)	Additional Scope (AS)	Design Clarification (DC)	Code Requirement
1.	COR #37R1 – Time Impact Analysis #2	\$711,928.04			
	Total	\$711,928.04			

Total Change Order No. 002 \$711,928.04

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND ASST. SUPT. BUSINESS SERVICES OR PURCHASING DIRECTOR*

APPROVAL (REQUIRED):

ARCHITECT: _____

DATE: _____

CONTRACTOR: _____

DATE: _____

RECOMMENDED FOR APPROVAL:

OSD DSA INSPECTOR: _____

DATE: _____

INTERIM ASST. SUPERINTENDENT, BUSINESS & FISCAL SERVICES:

DATE: _____

APPROVAL (REQUIRED):

BOARD APPROVAL

DATE: _____

INTERIM ASST. SUPT./PURCHASING DIRECTOR: _____

DATE: _____

DSA APPROVAL

DATE: _____

CHANGE ORDER REQUEST (COR)

Owner:	Oxnard School District	Date:	10/12/2023
Permit Number:	DSA# 03-119284	Change Event No.:	37R1
Project Name:	Rose Ave. K-5 Reconstruction		
Project Number:	15650001		
To: (Program Manager)	Rick Ostrander - CFW	Contract Number:	P22-01685
From: (Contractor or Design)	Balfour Beatty	Task Order Number:	n/a

The following is an itemized QUOTATION regarding requested modifications to the contract documents

Description of Work:

In accordance with the attached Time Impact Analysis #2, dated March 7, 2022, Balfour Beatty Construction, Inc. will incur a 57-calendar day impact to construction and extended overhead and material costs due to the additional work generated from DSA Approved Revision #1 and RFI 126 at Building "C" North and South. Due to the 57-calendar day impact to the construction schedule Balfour Beatty Construction is requesting that the Phase 1 completion date be amended to May 31, 2023, and the final completion of the project be extended to Jan. 10, 2024.
 Ref. Cost Event #37.

A. Subtier Contractor's Cost (includes Subtier Contractor Overhead & Profit 10%)			
\$	-		
\$	-		
\$	-		
	Subtotal A:	\$	-
B. Subcontractor's Cost (includes Subcontractor Overhead & Profit NTE 15%)			
Burnsa-Pacific Construction, Inc.	\$	6,700.00	
CAM Painting	\$	29,037.00	
Hoover	\$	15,871.00	
PremierWest Landscaping, Inc.	\$	89,916.00	
RCM Fire Protection	\$	10,989.00	
Smith mechanical Electrical & Plumbing	\$	87,442.00	
Summer Construction	\$	11,856.00	
Taft Electrical	\$	171,537.00	
		Subtotal B:	\$ 423,348.00
C. General Contractor's Cost			
Balfour Beatty General Conditions (GC Cost \$232,046/month x 1 month)	\$	232,046.00	
Taxes at 9.5% of Material	\$	-	
Labor (includes Fringe Benefits)	\$	-	
Payroll Taxes and Insurances at 9.5% of Labor		included above	
Construction Equipment (see attached supporting documentation)	\$	-	
		Subtotal C:	\$ 232,046.00
D. General Contractor's Overhead and Profit* * N/A for Contingency Draw Requests			
Overhead & Profit 5% of Subtotal A			
Overhead & Profit 5% of Subtotal B	\$	21,167.40	
Overhead & Profit 10% of Subtotal C	\$	34,806.90	
		Subtotal D:	\$ 55,974.30
E. Bond at 1%	\$	559.74	
		Subtotal E:	\$ 559.74
Grand Total = (A + B + C + D + E)		\$	711,928.04

The request could potentially increase the Milestones and/or Contract Time by TBD calendar days.

Dennis Kuykendall, Project Executive - Balfour Beatty

10/12/2023

Print Name & Title (General Contractor)

Signature

Date

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158

The Lease Leaseback Agreement ("Agreement") entered into on November 17th, 2017, by and between the Oxnard School District ("District") and Balfour Beatty Construction, LLC, ("Contractor"), is hereby amended by the parties as set forth in this Amendment No. 001 to Construction Services Agreement #17-158 that is incorporated herein for all purposes.

RECITALS

WHEREAS, The District retained LLB Contractor to provide preconstruction and construction services for the Rose Avenue Elementary School Reconstruction ("Project") for the District's Master Construct and Implementation Program;

WHEREAS, the District operates Rose Avenue Elementary, located at 220 S. Driskill Street, Oxnard, California 93033 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements at the School Facility identified in the Site Lease; and

WHEREAS, the LLB Contractor has completed the preconstruction work for the Project and the construction documents were submitted to the Division of the State Architect ("DSA") for their review;

WHEREAS, DSA has reviewed the Project plans and has stamp-approved the construction plans;

WHEREAS, the District has determined that upon DSA Stamped Approval to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 and as amended per AB 2316 which permits the governing board of the District, without advertising for bids, to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the Board of Trustees has taken certain actions to approve the construction of this School Facility;

WHEREAS, upon final consideration of a Guaranteed Maximum Price (GMP) which has been determined thru an open book and best value subcontractor bid process, based on those bids, the District requires amending the Lease Leaseback documents of Balfour Beatty Construction to construct thru the completion and occupancy of the new school;

WHEREAS, the Board recognizes that the timing of the various components of work that must all be approved by DSA before Acceptance of this GMP and allowing the Contractor to proceed with construction;

NOW THEREFORE, for the good and valuable consideration, the Parties agree to the following amended terms to Agreement:

AMENDMENT

The Parties agree to revise the following language to SECTION 1 of the Agreement:

H. Site. The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit B** attached hereto to the Site Lease.

The Parties agree to add the following language to SECTION 5 of the Agreement:

The "GMP" for the Project shall be **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**. The GMP consists of (1) a Contractor Contingency in the amount of **One Million Six Hundred Ninety-five Thousand Fourty-Two Dollars and No Cents (\$1,695,042.00)**, and, (2) Sublease Payments in the amount of **\$173,660** per month for **12** months for a total lease value of **Two Million Eighty Three Thousand Nine Hundred Twenty Dollars and No Cents (\$2,083,920.00)** pursuant to terms and payment schedule as amended and set forth in the Sublease.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto.

The Parties agree to add the following language to SECTION 5 of the Agreement:

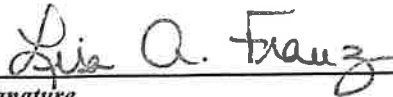
SECTION 12. PERSONNEL ASSIGNMENT

A. Contractor shall assign Leon Cavallo as Project Manager/Superintendent for the Project. So long as Leon Cavallo remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.

APPROVED:

Balfour Beatty Construction, LLC:

OXNARD SCHOOL DISTRICT:



Signature

Signature

Brian H. Cahill President, California Division
Typed Name/Title

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

09/28/2021
Date

10-7-2021
Date

AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158

EXHIBIT A

Scope of Work

DRAWINGS

Plan Sheets Prepared by IBI Architects, Architects Project No 109990, DSA No 03-119284, DSA Approval July 10, 2019

PROJECT DESCRIPTION

CONSTRUCTION OF A NEW SCHOOL ON THE EXISTING SCHOOL PLAY FIELD, MULTIPLE BUILDINGS FOR KINDERGARTEN, CLASSROOMS, MULTI-PURPOSE BUILDING, ADMINISTRATION, LEARNING RESOURCE CENTER, AND BOTH ON AND OFF-SITE IMPROVEMENTS.

The Project will be completed in two (2) Phases over a nineteen (19) month duration. **Phase 1**, (construction of new campus facilities), shall commence in November 2021 and be completed in February 2023. **Phase 2**, (demolition of the existing campus and completion of the new sports field and related equipment shall commence February 2023 and be completed in June 2023. A total duration of four hundred and sixty (460) Calendar Days. The total Guaranteed Maximum Price (GMP) for the Rose Ave E.S. Reconstruction Project shall be: **Forty-one Million Six Hundred Seventy-Eight Thousand Three Hundred Ninety-Three Dollars and No Cents (\$41,678,393.00)**.

Contract Documents Listed

1. Specifications

Division	Number	Description
01 - General Requirements	01 11 00	Summary of Work
01 - General Requirements	01 23 00	Alternates
01 - General Requirements	01 25 00	Substitution Procedures
		Substitution Request Form - For Use During Bidding
		Substitution Request Form - For Use During Construction
		Substitution Warranty Form
01 - General Requirements	01 26 00	Contract Modification Procedures
01 - General Requirements	01 29 00	Payment Procedures
01 - General Requirements	01 31 00	Project Management and Coordination
01 - General Requirements	01 31 24	Building Information Modeling (BIM) Coordination
01 - General Requirements	01 32 00	Construction Progress Documentation
01 - General Requirements	01 33 00	Submittal Procedures
01 - General Requirements	01 41 00	Regulatory Requirements

01 - General Requirements	01 42 00	Definitions and References
01 - General Requirements	01 43 00	Quality Assurance
01 - General Requirements	01 50 00	Temporary Facilities and Controls
01 - General Requirements	01 56 39	Temporary Tree and Plant Protection
01 - General Requirements	01 60 00	Product Requirements
01 - General Requirements	01 70 00	Field Engineering and Execution Requirements
01 - General Requirements	01 73 29	Cutting and Patching
01 - General Requirements	01 74 16	Storm Water Pollution Prevention Plan
01 - General Requirements	01 74 19	Construction Waste Management and Disposal
01 - General Requirements	01 77 00	Closeout Procedures
01 - General Requirements	01 78 23	Operation and Maintenance Data
01 - General Requirements	01 78 39	Project Record Documents
01 - General Requirements	01 79 00	Demonstration and Training
01 - General Requirements	01 81 19	Indoor Air-Quality Requirements
02 - Existing Conditions	02 41 13	Site Demolition
02 - Existing Conditions	02 41 16	Building Demolition
03 - Concrete	03 05 05	Concrete Sealer
03 - Concrete	03 30 00	Cast-In-Place Concrete
03 - Concrete	03 30 05	Underslab Vapor Barrier
03 - Concrete	03 52 00	Concrete Topping
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05- Metals	05 12 13	Architecturally Exposed Structural Steel Framing
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06 - Woods, Plastics, and Composites	06 83 16	Fiberglass-Reinforced Plastic Paneling
07 - Thermal and Moisture Protection	07 13 26	Self-Adhering Sheet Waterproofing
07 - Thermal and Moisture Protection	07 13 30	Pre-Applied Sheet Waterproofing
07 - Thermal and Moisture Protection	07 18 13	Traffic Coating
07 - Thermal and Moisture Protection	07 21 13	Rigid Foam Board Insulation

07 - Thermal and Moisture Protection	07 21 16	Blanket Insulation
07 - Thermal and Moisture Protection	07 27 19	Weather-Resistive Sheet Barrier System
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07 - Thermal and Moisture Protection	07 54 13	Tripolymer Alloy Roofing
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07 - Thermal and Moisture Protection	07 71 29	Manufactured Roof Expansion Joints
07 - Thermal and Moisture Protection	07 72 00	Roof Accessories
07 - Thermal and Moisture Protection	07 84 13	Penetration Firestopping
07 - Thermal and Moisture Protection	07 84 43	Joint Firestopping
07 - Thermal and Moisture Protection	07 92 00	Joint Sealants
07 - Thermal and Moisture Protection	07 95 13	Expansion Joint Cover Assemblies
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08 - Openings	08 14 16	Flush Wood Doors
08 - Openings	08 31 13	Access Doors and Frames
08 - Openings	08 33 13	Overhead Coiling Counter Door
08 - Openings	08 41 13	Glazed Aluminum Entrances and Storefronts
08 - Openings	08 44 13	Glazed Aluminum Curtain Walls
08 - Openings	08 51 13	Aluminum Windows
08 - Openings	08 71 00	Door Hardware
08 - Openings	08 81 00	Glass Glazing
08 - Openings	08 91 00	Louvers
09 - Finishes	09 06 00	Colors and Finishes
09 - Finishes	09 21 16	Gypsum Board Shaft-Wall Assemblies
09 - Finishes	09 24 00	Portland Cement Plaster
09 - Finishes	09 28 16	Glass-Mat-Faced Gypsum Backing Board
09 - Finishes	09 29 00	Gypsum Board
09 - Finishes	09 30 00	Ceramic Tile

09 - Finishes	09 51 13	Suspended Lay-In Panel Ceilings
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09 - Finishes	09 81 16	Acoustical Blanket Insulation
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10 - Specialties	10 44 13	Fire Protection Cabinets
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11 - Equipment	11 66 23	Gymnasium Equipment
11 - Equipment	11 68 16	Play Structures
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22 - Plumbing	22 05 00	Common Work Results for Plumbing
22 - Plumbing	22 05 13	Basic Plumbing Materials and Methods
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22 - Plumbing	22 07 20	Lavatory Pipe Covers
22 - Plumbing	22 10 00	Plumbing
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 00	Common Work Results for HVAC
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 13	Basic HVAC Materials and Methods
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 48	HVAC Sound, Vibration, and Seismic Control
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 05 53	HVAC Identification

23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 07 00	HVAC Insulation
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 00	HVAC Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 08 13	Environmental Controls and Energy Management Systems Commissioning
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 09 23	Environmental Controls and Energy Management Systems
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 30 00	Air Distribution
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 38 13	Kitchen Ventilation System
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	23 80 00	Heating, Ventilating, and Air Conditioning Equipment
26 - Electrical	26 05 00	Common Work Results for Electrical
26 - Electrical	26 05 13	Basic Electrical Materials and Methods
26 - Electrical	26 05 19	Low-Voltage Wires (600 Volt AC)
26 - Electrical	26 05 26	Grounding and Bonding
26 - Electrical	26 05 33	Raceways, Boxes, Fittings, and Supports
26 - Electrical	26 08 00	Electrical Systems Commissioning
26 - Electrical	26 09 23	Lighting Control Systems
26 - Electrical	26 10 00	Service Entrance
26 - Electrical	26 22 00	Low-Voltage Transformers
26 - Electrical	26 24 13	Switchboards
26 - Electrical	26 24 16	Panelboards and Signal Terminal Cabinets
26 - Electrical	26 50 00	Lighting
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27 - Communications	27 30 00	Area of Refuge/Elevator Landing - Two-Way Communication System
27 - Communications	27 51 16	Public Address/Clock System
27 - Communications	27 51 23.50	Assistive Listening System
28 - Electronic Safety and Security	28 16 00	Intrusion Alarm System
28 - Electronic Safety and Security	28 23 00	Video Surveillance (CCTV) System
28 - Electronic Safety and Security	28 31 00	Fire Detection and Alarm System
31 - Earthwork	31 10 00	Site Clearing
31 - Earthwork	31 20 00	Earthwork
31 - Earthwork	31 22 19	Finish Grading
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32 - Exterior Improvements	32 13 13	Site Concrete
32 - Exterior Improvements	32 13 43	Pervious Concrete Pavement
32 - Exterior Improvements	32 13 73	Concrete Paving Joint Sealants

32 - Exterior Improvements	32 14 13	Precast Concrete Unit Pavers
32 - Exterior Improvements	32 15 40	Granular Surfacing
32 - Exterior Improvements	32 17 13	Wheelstops
32 - Exterior Improvements	32 17 23	Pavement Markings
32 - Exterior Improvements	32 17 26	Tactile Warning Surfaces
32 - Exterior Improvements	32 18 16	Resilient Surfacing
32 - Exterior Improvements	32 31 13	Chain-Link Fences and Gates
32 - Exterior Improvements	32 31 19	Decorative Metal Fences and Gates
32 - Exterior Improvements	32 33 00	Site Furnishings
32 - Exterior Improvements	32 80 00	Landscape Irrigation
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32 - Exterior Improvements	32 92 00	Turf Sodding
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GENERAL	G1001	CALGREEN CODE
GENERAL	G1002	CALGREEN CODE
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GENERAL	G1100B	BUILDING B - CODE ANALYSIS FLOOR PLAN
GENERAL	G1100C	BUILDING C - CODE ANALYSIS FIRST FLOOR PLAN
GENERAL	G1101C	BUILDING C - CODE ANALYSIS SECOND FLOOR PLAN
GENERAL	G1200	LIFE AND SAFETY
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CIVIL	C202	TYPICAL DETAILS
CIVIL	C203	TYPICAL DETAILS
CIVIL	C301	DEMOLITION PLAN
CIVIL	C302	DEMOLITION PLAN
CIVIL	C400	OVERALL SITE
CIVIL	C401	GRADING PLAN
CIVIL	C402	GRADING PLAN
CIVIL	C403	GRADING PLAN
CIVIL	C404	GRADING PLAN
CIVIL	C405	GRADING PLAN
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CIVIL	C407	GRADING PLAN
CIVIL	C408	GRADING PLAN
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CIVIL	C502	UTILITY PLAN
CIVIL	C601	UTILITY PLAN
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LANDSCAPE	L1.02	LANDSCAPE CONSTRUCTION PLAN
LANDSCAPE	L1.03	PLANTING PLAN
LANDSCAPE	L2.01	PLANTING PLAN
LANDSCAPE	L2.02	IRRIGATION PLAN
LANDSCAPE	L3.01	IRRIGATION PLAN
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ARCHITECTURAL	A1202	SITE ENLARGED PLAN - NORTH-EAST
ARCHITECTURAL	A1203	SITE ENLARGED PLAN - SOUTH-EAST
ARCHITECTURAL	A1204	SITE ENLARGED PLAN - SOUTH-WEST
ARCHITECTURAL	A1301	SITE ENLARGED PLAN - NORTH-WEST

ARCHITECTURAL	A1302	ENLARGED SERVICE YARDS ENLARGED PLAYGROUNDS
ARCHITECTURAL	A1303	ENLARGED SERVICE YARDS AND CANOPY
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ARCHITECTURAL	A2311A	BUILDING A - FLOOR FINISH PLAN
ARCHITECTURAL	A2710A	BUILDING A - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810A	BUILDING A - ROOF PLAN
ARCHITECTURAL	A3001A	BUILDING A - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001A	BUILDING A - SECTIONS
ARCHITECTURAL	A4010A	BUILDING A - WALL SECTIONS
ARCHITECTURAL	A6010A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6011A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A6013A	BUILDING A - INTERIOR ELEVATIONS
ARCHITECTURAL	A8202	WALL DETAILS
ARCHITECTURAL	A9101A	BUILDING A - ROOM FINISH, DOOR & WINDOW SCHEDULES
ARCHITECTURAL	A2310B	BUILDING B - FLOOR PLAN
ARCHITECTURAL	A2311B	BUILDING B - DIMENSION FLOOR PLAN
ARCHITECTURAL	A2312B	BUILDING B - FLOOR FINISH PLAN
ARCHITECTURAL	A2710B	BUILDING B - REFLECTED CEILING PLAN
ARCHITECTURAL	A2810B	BUILDING B - ROOF PLAN
ARCHITECTURAL	A3001B	BUILDING B - EXTERIOR ELEVATIONS
ARCHITECTURAL	A4001B	BUILDING B - SECTIONS
ARCHITECTURAL	A4010B	BUILDING B - WALL SECTIONS
ARCHITECTURAL	A4011B	BUILDING B - WALL SECTIONS
ARCHITECTURAL	A5010B	BUILDING B - PARTIAL FLOOR PLANS
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ARCHITECTURAL	A6011B	BUILDING B - INTERIOR ELEVATIONS
ARCHITECTURAL	A6012B	BUILDING B - INTERIOR ELEVATIONS
ARCHITECTURAL	A8601	OPENINGS
ARCHITECTURAL	A9101B	BUILDING B - ROOM FINISH SCHEDULE
ARCHITECTURAL	A9201B	BUILDING B - DOOR & WINDOW SCHEDULES
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STRUCTURAL	S2714C	BUILDING C - SECOND FLOOR CEILING FRAMING PLAN - SOUTH
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ELECTRICAL	E1005	SITE SIGNAL PLAN
ELECTRICAL	E2311A	BUILDING A FIRST FLOOR POWER PLAN
ELECTRICAL	E2321A	BUILDING A - ROOF POWER PLAN
ELECTRICAL	E2411A	BUILDING A FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2511A	BUILDING A - FIRST FLOOR SIGNAL PLAN

ELECTRICAL	E2711A	BUILDING A - FIRST FLOOR LIGHTING PLAN
ELECTRICAL	E2712A	BUILDING A - FIRST FLOOR LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713A	BUILDING A - FIRST FLOOR LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011A	BUILDING A - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E2311B	BUILDING B - FIRST FLOOR POWER PLAN
ELECTRICAL	E2321B	BUILDING B - ROOF POWER PLAN
ELECTRICAL	E2411B	BUILDING B FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2511B	BUILDING B - FIRST FLOOR SIGNAL PLAN
ELECTRICAL	E2711B	BUILDING B - FIRST FLOOR LIGHTING PLAN
ELECTRICAL	E2712B	BUILDING B - LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713B	BUILDING B - FIRST FLOOR LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011B	BUILDING B - ENLARGED FOOD SERVICE PLAN
ELECTRICAL	E5012B	BUILDING B - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E2311C	BUILDING C - LEVEL 1 POWER PLAN
ELECTRICAL	E2321C	BUILDING C - LEVEL 2 POWER PLAN
ELECTRICAL	E2411C	BUILDING C - FIRST FLOOR FIRE ALARM PLAN
ELECTRICAL	E2421C	BUILDING C - LEVEL 2 FIRE ALARM PLAN
ELECTRICAL	E2511C	BUILDING C - LEVEL 1 SIGNAL PLAN
ELECTRICAL	E2521C	BUILDING C - LEVEL 2 SIGNAL PLAN
ELECTRICAL	E2711C	BUILDING C - LEVEL 1 LIGHTING PLAN
ELECTRICAL	E2712C	BUILDING C - LEVEL 1 LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2713C	BUILDING C - LEVEL 1 LIGHTING CALC EGRESS PLAN
ELECTRICAL	E2721C	BUILDING C - LEVEL 2 LIGHTING PLAN
ELECTRICAL	E2722C	BUILDING C - LEVEL 2 LIGHTING CALC NORMAL PLAN
ELECTRICAL	E2723C	BUILDING C - LEVEL 2 LIGHTING CALC EGRESS PLAN
ELECTRICAL	E5011C	BUILDING C - ENLARGED ELECTRICAL AND SIGNAL ROOMS
ELECTRICAL	E4001	SINGLE LINE DIAGRAM
ELECTRICAL	E4002	SIGNAL & SECURITY SYSTEM BLOCK RISER DIAGRAM
ELECTRICAL	E4003	SIGNAL RISER DIAGRAM
ELECTRICAL	E4004	SECURITY SYSTEM RISER DIAGRAM
ELECTRICAL	E4005	TYPICAL CLASSROOM AV RISER DIAGRAM
ELECTRICAL	E4006	FIRE ALARM RISER DIAGRAM
ELECTRICAL	E4007	FIRE ALARM VOLTAGE DROP CALCULATIONS
ELECTRICAL	E4008	FIRE ALARM BATTERY CALCULATIONS
ELECTRICAL	E8001	ELECTRICAL DETAILS - MOUNTING
ELECTRICAL	E8002	ELECTRICAL DETAILS - MOUNTING
ELECTRICAL	E8003	ELECTRICAL DETAILS - PENETRATION
ELECTRICAL	EB004	ELECTRICAL DETAILS - GROUNDING
ELECTRICAL	E8005	ELECTRICAL DETAILS - LIGHTING
ELECTRICAL	E8006	ELECTRICAL DETAILS - LIGHTING
ELECTRICAL	E8007	ELECTRICAL DETAILS - FIRE ALARM
ELECTRICAL	E8008	ELECTRICAL DETAILS - FIRE ALARM
ELECTRICAL	E8009	ELECTRICAL DETAILS - MISCELLANEOUS
ELECTRICAL	E8010	ELECTRICAL DETAILS - SIGNAL

ELECTRICAL	E9001A	BUILDING A - PANEL SCHEDULES
ELECTRICAL	E9002A	BUILDING A - PANEL SCHEDULES
ELECTRICAL	E9001B	BUILDING B - PANEL SCHEDULES
ELECTRICAL	E9002B	BUILDING B - PANEL SCHEDULES
ELECTRICAL	E9001C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9002C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9003C	BUILDING C - PANEL SCHEDULES
ELECTRICAL	E9101	SITE TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9102	BUILDING A - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9103	BUILDING A - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9104	BUILDING B - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9105	BUILDING B - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9106	BUILDING C - INDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9107	BUILDING C - OUTDOOR TITLE 24 COMPLIANCE FORMS
ELECTRICAL	E9108	ELECTRICAL POWER DISTRIBUTION TITLE 24 COMPLIANCE FORMS
FOOD SERVICES	FS-100B	BUILDING B - SYMBOLS, NOTES, & INDEX
FOOD SERVICES	FS-101B	BUILDING B - EQUIPMENT FLOOR PLAN
FOOD SERVICES	FS-102B	BUILDING B - EQUIPMENT ROOF PLAN
FOOD SERVICES	FS-201B	BUILDING B - EQUIPMENT SCHEDULE
FOOD SERVICES	FS-301B	BUILDING B - PLUMBING PLAN
FOOD SERVICES	FS-401B	BUILDING B - ELECTRICAL PLAN
FOOD SERVICES	FS-501B	BUILDING B - REFRIGERATION & CONDUIT PLAN
FOOD SERVICES	FS-502B	BUILDING B - REFRIGERATION DETAILS
FOOD SERVICES	FS-601B	BUILDING B - BUILDING WORKS & EXHAUST PLAN
FOOD SERVICES	FS-602B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-603B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-604B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-605B	BUILDING B - HOOD DETAILS
FOOD SERVICES	FS-701B	EQUIPMENT
FOOD SERVICES	FS-801B	BUILDING B - CONSTRUCTION DETAILS
FOOD SERVICES	FS-802B	SMACNA DETAILS
FOOD SERVICES	FS-803B	EQUIPMENT SECTIONS

3. DSA-103, List of Required Structural Tests and Special Inspections - 2016 CBC, 7 pages.

4. As-Builts & Food Service Drawings
 - A. 1990-11-16 BFGC Mod + Asbuilt, 75 pages.
 - B. 2003-03-24 Interim Portables, 16 pages.
 - C. 2006-12-21 MA Mod Record, 92 pages.
 - D. 2009-09 FA Drawings Non-DSA, 10 pages.
 - E. Rose ES Drawings_Health Department II-20190515, 70 pages.
 - F. Rose ES Health Department Permit to construct, 6 pages.
 - G. Rose Ave ES Tract 4884 - La Puerta Wet Utility Plans 1993 8 pages.

5. Geotechnical & Haz Materials Reports
 - A. ATC Hazardous Materials Survey Report Rose 2017-10-19, 238 pages.
 - B. CTE Rose Elementary School Geotech Report 2017-9-17, 314 pages.
 - C. CTE Rose Elementary School Geotech Report 2018-9-26, 63 pages.
 - D. CTE Rose Elementary School Geotech Report_r1 2017-11-27, 218 pages.
 - E. Rincon Consultants Environ Site Assessment Phase 1 Rose Avenue Elementary 2018-10-16, 701 pages.
 - F. Rincon Consultants Environ Site Assessment Rose Ave. Phase I Addendum 2019-01-23, 290 pages.

6. Sketches
 - A. SK-1 Daktronics GS6 Elevation, 9 pages.
 - B. SK-2 Classroom FrontRow AV Diagram, issued in Addendum 5C, 1 page.
 - C. SK-3 Phillips 65 inch tv, issued in Addendum 5C, 3 pages.

- D. SK-4 WAP Ruckus R550 – Classroom Locations with T-Grid Kit, issued in Addendum 5C, 19 pages.
 - E. SK-5 WAP Ruckus R750 – MPR Locations, issued in Addendum 5C, 6 pages.
 - F. SK-6 WAP Ruckus T750 – Exterior Locations, Issued in Addendum 5C, 5 pages.
7. Stormwater Pollution Prevention Plan (SWPPP) prepared by Incompli dated 7/7/21, issued in Addenda 7C, 503 pages.
8. Logistics Plan & Safety Plan
- A. Rose Ave ES Hardscape Phasing Plan, 1 page.
 - B. Rose Ave ES Logistics Plan Phase 1, issued in Addendum 6C, 1 page.
 - C. Rose Ave ES Logistics Plan Phase 1a, issued in Addendum 6C, 1 page.
 - D. Rose Ave ES Logistics Plan Phase 2, issued in Addendum 6C, 1 page.
 - E. Rose Ave ES Safety Plan, 1 page.
 - F. Rose Ave ES Stair Tower Logistics Plan, 1 page.
9. Addenda
- A. Addendum 1A 2021-06-16, 77 pages.
 - B. Addendum 1B 2021-06-16, 75 pages.
 - C. Addendum 1C 2021-06-16, 54 pages.
 - D. Addendum 2 2021-06-24, 93 pages.
 - E. Addendum 3A 2021-07-08, 219 pages.

F. Addendum 3B 2021-07-08, 108 pages.

G. Addendum 3C 2021-07-01, 34 pages.

H. Addendum 4C 2021-07-02, 5 pages.

I. Addendum 5C 2021-07-07, 40 pages.

J. Addendum 6C 2021-07-08, 51 pages.

K. Addendum 7C 2021-07-09, 500 pages.

L. Addendum 8C 2021-07-12, 3 pages.

**AMENDMENT NO. 001 to CONSTRUCTION SERVICES AGREEMENT #17-158
EXHIBIT B**

See Site Lease Agreement #17-159 previously executed on November 17, 2017

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement (hereinafter referred to as the "Agreement") is entered into this 20th day of September, 2017, by and between the Oxnard School District, a California school district organized and existing under the laws of the State of California (hereinafter referred to as the "District") Balfour Beatty Construction, LLC which is a contractor licensed by the State of California, with its principal place of business at 10620 Treena St., Suite 300 San Diego CA 92131 (hereinafter referred to as "Contractor").

WHEREAS, the District operates Rose Avenue Elementary School, located at 220 South Driskill Street, Oxnard, California 93030 (hereinafter referred to as the "School Facility"); and

WHEREAS, the District desires to construct new facilities and improvements (as more fully described below) at those portions of the School Facility identified in the Site Lease, as defined in Section 1H below (the "Site"); and

WHEREAS, the District has determined that it is in its best interests to pursue the improvements to the School Facility through the lease-leaseback method of project delivery pursuant to California Education Code §17406 which permits the governing board of the District to lease to Contractor property owned by the District if the instrument by which property is leased requires the lessee to construct, or provide for the construction, on the leased property, of a facility for the use of the District during the term of the lease, and provides that title to that facility shall vest in the District at the expiration of the lease; and

WHEREAS, the District desires to finance a portion of the improvements utilizing the lease/leaseback methodology; and

WHEREAS, the District has conducted an RFQ process by which it selected Contractor; and

WHEREAS, the District intends to undertake work to improve the School Facility, the scope of which is generally described in **Exhibits A and B** attached hereto and incorporated by reference herein; and

WHEREAS, in connection with the approval of this Agreement, the District will enter into a site lease with Contractor, under which it will lease to Contractor the Site in order for Contractor to construct the Project as described in the Scope of Work set forth generally in **Exhibits A and B** (hereinafter referred to as the "Scope of Work"); and

WHEREAS, assuming that the District and Contractor can agree on the terms, including the price, for the additional scope of work, the District and Contractor anticipate that the scope of the Project may be amended to include additional work; and

WHEREAS, Contractor will lease the Site back to the District pursuant to a sublease agreement, under which the District will be required to make payments to Contractor for the use and occupancy of the Site, including the Project (hereinafter the "Financing"); and

WHEREAS, Contractor represents that it is sufficiently experienced in the construction of the type of facility and type of work sought by the District and is willing to perform said work for lease and the Financing to the District, all as more fully set forth herein; and

WHEREAS, at the expiration of the Site Lease, title to the Site and the improvements thereon will vest with the District;

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the District and Contractor agree as follows:

SECTION 1. DEFINITIONS

- A. **Construction.** The term "Construction" as used in this Agreement includes all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Scope of Work set forth in **Exhibits A and B** attached hereto. Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor tools and equipment, including, but not limited to, light, water, and power, necessary for the proper execution and completion of the Project shown on the drawings and described in the specifications developed pursuant to this Agreement.

- B. **Construction Documents.** The term "Construction Documents" means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project pursuant to the Scope of Work set forth in **Exhibits A and B** attached hereto, including any reference specifications or reproductions prepared by the architect hired by the District (the "Architect") and specifications approved by the District, the Division of the State Architect ("DSA"), and the local agencies having jurisdiction or other regulatory agencies whose approval may be required, which show or describe the location, character, dimensions or details for the Project and specifications for construction thereof.

- C. **Contract Documents.** The term "Contract Documents" as used in this Agreement refers to those documents which form the entire agreement by and between the District and Contractor. The Contract Documents consist of this Agreement, including the exhibits and attachments hereto, the Site Lease, including the exhibits and attachments thereto, the Sublease, including the exhibits and attachments thereto, the Project Manual including the General Conditions thereto, as amended, which is incorporated herein (the "General Conditions"), and the Construction Documents. The term "Contract Documents" shall include all modifications and addenda thereto.

- D. **Guaranteed Maximum Price.** The term "Guaranteed Maximum Price" or "GMP" as used in this Agreement means the Guaranteed Maximum Price established pursuant to Section 5 of this Agreement to be used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant

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to the Sublease, subject only to any adjustments for Extra Work/Modifications as provided in Section 10 of this Agreement.

- E. **Preconstruction Services.** The term "Preconstruction Services" as used in this agreement means to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services, as described in **Exhibit B** related to the Project plans and specifications for the purpose of designing the project within budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect.

- F. **Project.** The term "Project" shall mean the improvements and facilities to be constructed and installed by Contractor at the School Facility which will result in complete and fully operational facilities as more fully set forth on **Exhibit A** attached hereto.

- G. **Project Manual.** The term "Project Manual" shall mean the compilation of the Specification sections including Division 0, Procurement and Contracting Requirements, Division 1 General Requirements, and technical specifications Division 2 through 33 prepared by the Architect and approved by the District, the DSA, or other regulatory agencies which show or describe the location, character, dimensions or details for the Project, which shall be delivered to Contractor upon execution of this Agreement.

- H. **Site.** The term "Site" as used in this Agreement shall mean those certain parcels of real property and improvements thereon (if any) more particularly described in **Exhibit A** to the Site Lease.

- I. **Site Lease.** The term "Site Lease" as used in this Agreement shall mean the certain Site Lease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District leases the Site to Contractor.

- J. **Specifications.** The term "Specifications" shall mean those numbered specifications set forth in the Project Manual which shall accompany this Agreement and which are incorporated by reference herein. Individual Specifications may be referred to by their specification number as set forth in the Project Manual.

- K. **Subcontractor.** As used in this Agreement, the term "Subcontractor" means any person or entity, including trade contractors, who have a contract with Contractor to perform any of the Construction.

- L. **Sublease.** The term "Sublease" as used in this Agreement shall mean the certain Sublease dated of even date herein between the District and Contractor, together with any duly authorized and executed amendment(s) thereto, pursuant to which the District subleases the Site from Contractor.
- M. **Sublease Payments.** The term "Sublease Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.
- N. **Tenant Improvement Payments.** The term "Tenant Improvement Payments" as used in this Agreement shall mean the payments made by the District to Contractor pursuant to Section 6 of the Sublease.

SECTION 2. CONTRACTOR'S DUTIES AND STATUS

Contractor covenants with the District to furnish reasonable skill and judgment in constructing the Project. Contractor agrees to furnish efficient business administration and superintendence and to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Contract Documents.

SECTION 3. ADDITIONAL SERVICES

If the District requests Contractor to perform additional services not described in this Agreement, Contractor shall provide a cost estimate and a written description of the additional work necessary to complete such additional services. The cost for such additional services shall be negotiated and agreed upon in writing in advance of Contractor performing or contracting for such additional services, and such cost shall be used to adjust the GMP established pursuant to Section 5 hereof. In the absence of a written agreement, the District will not compensate Contractor for additional services, will not adjust the GMP for such additional services, and Contractor will not be required to perform them. It is understood and agreed that if Contractor performs any services that it claims are additional services without receiving prior written approval from the District Board of Education, Contractor shall not be paid for such claimed additional services and the GMP will not be adjusted. Nothing in this Agreement shall be construed as limiting the valuation of such additional services and amount that the GMP will be adjusted for such additional services, should a written agreement for such services be executed by the parties. Notwithstanding the foregoing, Contractor shall not be entitled to compensation, nor will the GMP be adjusted, for additional services required as a result of Contractor's acts, errors or omissions.

SECTION 4. OWNERSHIP OF PLANS AND DOCUMENTS

All original field notes, written reports, drawings, specifications, Construction Documents, and other documents, produced or developed for the Project are the property of the District,

regardless of whether the Project is constructed, and shall be furnished to the District. Such documents are not to be used by Contractor or by the Subcontractors on other work nor shall Contractor nor the Subcontractors claim any right to such documents. This shall not deprive Contractor from retaining electronic data or other reproducible copies of the Construction Documents or the right to reuse information contained in them in the normal course of Contractor's professional activities.

SECTION 5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE

The "GMP" for the Project shall be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). The GMP consists of (1) a Preconstruction Fee only in the amount of Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00), (2) a Sublease Tenant Improvement and (3) a Contractor Contingency and Sublease Payments to be negotiated as an amendment to this agreement pursuant to terms and payment schedule as amended and set forth in the Sublease. THE "GMP" WILL NOT BE ESTABLISHED UNTIL DSA HAS APPROVED THE FINAL PLANS AND SPECIFICATIONS AND THE BOARD APPROVES IT PRIOR TO NTP FOR CONSTRUCTION. The GMP will then be brought to the Board of Trustees as an amendment to this section of this agreement. Until such time this section will remain as a Preconstruction Fee only, the Site Lease and Sublease will not begin and the Contractor will proceed with Preconstruction Services as set forth in **Exhibit B** with an NTP for Preconstruction from the District.

The GMP is based upon the DSA approved plans and specifications to exist after this Agreement is entered into between Contractor and the District, and more fully described and referenced in the Scope of Work to be set forth in **Exhibit A** attached hereto. Prior to DSA approval Contractor will perform Preconstruction Services to assist in designing the project and as set forth in **Exhibit B**. After preconstruction services, DSA approval of plans and specifications, and the establishment of the GMP the Contractor shall assume the risk of cost overruns which were not foreseeable at the time this Agreement was entered into and the GMP determined, except for undocumented events of the type set forth in Section 19 hereof, work mandated by an outside agency after issuance of Construction Documents that could not have been reasonably foreseen from review of the Contract Documents, or costs arising from undocumented geotechnical issues. Contractor acknowledges that (i) Contractor has conducted a site inspection and is familiar with the site conditions based on records, studies and visible conditions relating to construction and labor and (ii) Contractor has reviewed the Contract Documents and is familiar with the contents thereof. District directed changes to the scope of the Project not contemplated in the Scope of Work shall be deemed Extra Work/Modifications pursuant to the procedures set forth in Section 10 of this Agreement. The GMP shall include, but not be limited to, increases in labor and materials. The GMP has been used to calculate the Tenant Improvement Payments and the Sublease Payments to be paid by the District to Contractor pursuant to the Sublease. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit and a Contractor Contingency as indicated above.

The Contractor Contingency is for the purpose of covering the cost of very specific issues that may arise during construction and it may be used only upon the written agreement of the

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Contractor, the architect of record, and the District. The Contractor Contingency is to be used only to pay Contractor for the following enumerated reasons: (1) additional costs resulting from discrepancies in the bid buy-out process; (2) conflicts, discrepancies or errors in the Construction Documents; (3) work required by the Inspector of Record or any governmental agency involved in the permitting or approval/certification process that is not otherwise shown in the Construction Documents; and (4) any other items of cost agreed to in writing by the Contractor and District to be included in the Contractor Contingency. The Contractor Contingency shall not be used for costs incurred as a result of Contractor's acts, errors or omissions.

Contractor shall be responsible for tracking expenditures of the Contractor Contingency and shall provide periodic written updates to the District as directed. Unused Contractor Contingency and Allowances at Project completion will reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and possibly the Sublease Payments.

The District shall at all times have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced commensurate with the reduced Scope of Work pursuant to the provisions of Section 10, below, and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 6. NOTICE TO PROCEED WITH PRECONSTRUCTION AND CONSTRUCTION

Prior to an approved GMP, the District shall issue a notice to Contractor to proceed with the Preconstruction of the Project. The Preconstruction Agreement in **Exhibit B** will serve as the whole agreement between the Contractor and the District until a GMP is established.

Upon receipt of an approved GMP, the District shall issue a notice to Contractor to proceed with the Construction of the Project. In the event that a Notice to Proceed with Construction is not issued for the Project, the Site Lease and the Sublease shall terminate upon written notice from the District to Contractor that a Notice to Proceed will not be issued.

SECTION 7. SAVINGS

If Contractor realizes a savings on one aspect of the Project, such savings shall be tracked and Contractor shall provide periodic written updates of such savings. Such savings shall be added to the Contractor Contingency and the use of such savings shall be as set forth in Section 5. However, if such savings are not so utilized, the amount of such savings shall reduce the GMP and will result in an adjustment of the Tenant Improvement Payments and, if applicable, the Sublease Payments.

SECTION 8. SELECTION OF SUBCONTRACTORS

In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select Subcontractors who are appropriately licensed by the State of California for each trade component of the Project in a manner that fosters competition. Contractor agrees that it will either solicit bids from potential subcontractors pursuant to the

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competitive bid procedures set forth in the California Public Contract Code, including specifically Public Contract Code section 20110, et seq., or that it will utilize an informal bidding process established by Contractor which also incorporates competitive bid procedures. Regardless of the method Contractor employs, Contractor will make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project in accordance with the procedures set forth in Section 1.77 of the General Conditions. In the event that Contractor chooses to select Subcontractors pursuant to an informal bidding process, Contractor shall ensure that it receives at least three competitive quotes from potential subcontractors for each trade component of the Project, unless the parties agree otherwise on a trade-by-trade basis. The District reserves the right to oversee the bidding process. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to the District for the District's review. In no case, will Contractor award any sub-contracts until the District has concurred in the scope and price of the sub-contracted services. In addition, Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event, shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, the District may terminate this Agreement in accordance with the provisions of the General Conditions. Subcontractors awarded contracts by Contractor shall be afforded all the rights and protections of listed subcontractors under the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.).

SECTION 9. CONSTRUCTION SCOPE OF WORK

- A. Prior to commencing Construction, Contractor shall comply with the initial schedule requirements set forth in the General Conditions.
- B. Contractor shall complete the Construction pursuant to the Construction Documents as amended subject to any additional DSA or other regulatory approvals as may be required, performing all work set forth in the Scope of Work, and shall make reasonable efforts in scheduling to prevent disruption to classes.
- C. Contractor shall be responsible for complying with all applicable building codes, including without limitation mechanical codes, electrical codes, plumbing codes and fire codes, each of the latest edition, required by the regulatory agencies and for arranging and overseeing all necessary inspections and tests including inspections by the DSA or regulatory agencies, permits and occupancy permits, and ensuring compliance with any Federal and State laws, including, but not limited to, safety procedures and requirements, and construction employee training programs which cover among other items, hazardous chemicals and materials.
- D. Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site. Contractor assumes all risk of loss or vandalism, theft of property or other property damage ("Vandalism") which occurs at a site at which Contractor is undertaking

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construction of the Project. Contractor assumes all risk of loss which occurs where Contractor is undertaking construction of the Project from causes due to negligence or misconduct by Contractor, its officers, employees, subcontractors, licensees and invitees. Contractor shall replace District property damaged by such Vandalism or theft or compensate the District for such loss, including payment of out of pocket expenses such as insurance deductibles the District might incur under such circumstances.

- E. Contractor shall develop a mutually agreed upon program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing School Facility, including procedures to control on-site noise, dust, and pollution during construction.
- F. The District shall cause the appropriate professionals to stamp and sign, as required, the original Construction Documents or parts thereof and coordinate the Project's design with all utilities.
- G. Contractor shall, for the benefit of the Subcontractors, attend pre-construction orientation conferences in conjunction with the Architect to set forth the various reporting procedures and site rules prior to the commencement of actual construction. Contractor shall also attend construction and progress meetings with District representatives and other interested parties, as requested by the District, to discuss such matters as procedures, progress problems and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance, including without limitation the District, the Architect and the District Inspector of Record.
- H. Contractor shall incorporate approved changes as they occur, and develop cash flow reports and forecasts for submittal to the District as requested. Contractor shall provide regular monitoring of the approved estimates for Construction costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, and for other work requiring accounting records.
- I. Contractor shall record the progress of the Project and shall submit monthly written progress reports to the District and the Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the construction costs as of the date of each respective report.
- J. Contractor shall keep a log containing a record of weather, Subcontractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. Contractor shall make the log available to the District, the Architect, and the District's project manager. The District shall be promptly advised on all anticipated delays in the Project.

- K. The District shall bear the cost for the DSA Inspector, soils testing, DSA or other regulatory agency fees, and special testing required in the construction of the Project. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA or regulatory agency requirements or regulations implemented after the date the Final GMP is established and not reasonably anticipated at the time the Final GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost. In the alternative, the District may pay such costs directly.

SECTION 10. EXTRA WORK/MODIFICATIONS

- A. The District may prescribe or approve additional work or a modification of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes the District may at any time during the life of this Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified in this Agreement or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which, in the opinion of Contractor, make strict compliance with the specifications impractical, Contractor shall notify the District of the need for Extra Work/Modifications by placing the matter on the agenda of regularly scheduled construction meetings with the District for discussion as soon as practicable after the need for the Extra Work/Modifications is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If the District approves the request in writing, the costs of the Extra Work/Modification shall be added to or deducted from the GMP or the Scope of Work shall be modified to complete the Project within the GMP, as applicable. Any adjustments to the GMP will result in an adjustment of the Tenant Improvement Payment and, if applicable, the Sublease Payments.
- B. Extra Work/Modifications include work related to unforeseen underground conditions if, and only if, such conditions are not visible or identified on plans, reports or other documents available to Contractor. Extra Work/Modifications do not include underground conditions that are identified on plans, reports or other documents available to Contractor but are in a location different than is set forth on such plans, reports or other documents available to Contractor. It should be noted, however, that the District has advised and provided Contractor with information regarding the shallow water table and recent projects experience with encountering water when digging. Contractor has included in its calculation of the GMP an amount to mitigate for encountering water when completing the scope of work contemplated herein. Therefore, Extra Work/Modifications do not include expenses incurred by, and/or work

performed by, Contractor in connection with such shallow water table and with encountering water when digging.

- C. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default or other situation (i) obligates the District to increase the GMP; or (ii) obligates the District to grant an extension of time for the completion of this Agreement; or (iii) constitutes a waiver of any provision in this Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE THE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including items used in valuing said claim. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. Contractor's failure to notify the District within such ten (10) day period shall be deemed a waiver and relinquishment of the claim against the District.
- D. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, shall be included in an increase to the GMP if said expenses are the result of the negligent acts or omissions of the District, or its principals, agents, servants, or employees.

SECTION 11. NOT USED

SECTION 12. PERSONNEL ASSIGNMENT

- A. Contractor shall assign _____ as Project Manager/Superintendent for the Project. So long as _____ remains in the employ of Contractor, such person shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the manager and/or the superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of the District, which consent shall not be unreasonably withheld. Any violation of the terms of paragraph A of this Section 12 shall entitle the District to terminate this Agreement for breach, pursuant to the provisions of the General Conditions.
- B. Notwithstanding the foregoing provisions of paragraph A of Section 12, above, if any manager and/or superintendent proves not to be satisfactory to the District, upon written notice from the District to Contractor, such person(s) shall be promptly replaced by a person who is acceptable to the District in accordance with the following procedures: Within five (5) business days after receipt of a notice from the District requesting replacement of any manager and/or superintendent or discovery by Contractor that any manager and/or superintendent is leaving their employ, as the case may be, Contractor shall provide the District with the name of an acceptable

replacement/substitution together with such information as the District may reasonably request about such replacement/substitution. The replacement/substitution shall commence work on the Project no later than five (5) business days following the District's approval of such replacement, which approval shall not be unreasonably withheld. If the District and Contractor cannot agree as to the replacement/substitution, the District shall be entitled to terminate this Agreement for breach pursuant to the provisions of the General Conditions.

SECTION 13. BONDING REQUIREMENTS

Contractor shall fully comply with the requirements set forth in Section 6.9 of the General Conditions.

SECTION 14. PAYMENTS TO CONTRACTOR

- A. Contractor shall finance the cost of construction of the Project which costs shall not exceed the GMP, which shall not be adjusted except as otherwise provided in this Agreement. The District shall pay Contractor Tenant Improvement Payments and Sublease Payments pursuant to the terms and conditions of Section 6 of the Sublease. In the event of a dispute between the District and Contractor, the District may withhold from the Tenant Improvement Payments and the Sublease Payments an amount not to exceed one hundred fifty percent (150%) of the disputed amount.
- B. This Agreement is subject to the provisions of California Public Contract Code Sections 7107, 7201 and 20104.50 as they may from time to time be amended.
- C. For purposes of this Agreement, the acceptance by the District means acceptance made only by an action of the governing body of the District in an open session. Acceptance by Contractor of the final Tenant Improvement Payment or the Sublease Payment, as the case may be, shall constitute a waiver of all claims against the District related to those amounts.

SECTION 15. CONTRACTOR'S CONTINUING RESPONSIBILITY

Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project or for any failure to comply with the requirements of the Contract Documents.

SECTION 16. INSURANCE

Contractor shall provide, during the life of this Agreement, the types and amounts of insurance set forth in Article 6 of the General Conditions, which are incorporated by reference herein.

SECTION 17. USE OF PREMISES

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Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing School Facilities at the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site.

SECTION 18. SITE REPRESENTATIONS

The District warrants and represents that the District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site with respect to the Project. The District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit or otherwise restrict the construction or use of said Site pursuant to this Agreement. Reference is made to the fact that the District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim for any allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site will be recognized.

SECTION 19. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall comply with the District's Hazardous Materials Procedures and Requirements as set forth herein.

- A. If the District has identified the presence of hazardous materials on or in proximity to the Site (the "Pre-existing Hazardous Materials"), Contractor shall review all information provided by the District that characterizes the Pre-existing Hazardous Materials and shall take the actions approved by DTSC and issued by the District necessary to address the Pre-existing Hazardous Materials in the performance of the work. Contractor shall conduct the work based on this information issued at the time contract documents are executed. Contractor shall immediately communicate, in writing, any variances from available information to the District.
- B. The District will retain an additional independent environmental consultant to perform the investigation, inspection, testing, assessment, sampling and analysis necessary to prepare and recommend a remediation plan for the Pre-existing Hazardous Materials for the District's approval (the "Remediation Plan").
- C. The District will retain title to all Pre-existing Hazardous Materials encountered during the work. This does not include hazardous material generated by Contractor, including but not limited to used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste in accordance with the provisions of the Contract Documents,

as well as local, State and Federal laws and regulations. The District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-Contractor generated hazardous waste. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of owner or generator of hazardous waste substances for non-Contractor generated hazardous wastes.

- D. Except as otherwise provided herein, it is the responsibility of Contractor to obtain governmental approvals relating to Hazardous Materials Management, including Federal and State surface water and groundwater discharge permits and permits for recycling and reuse of hazardous materials for all work noted in the contract documents. Contractor shall be responsible for coordinating compliance with such governmental approvals and applicable governmental rules with the District's hazardous materials consultant, including those governing the preparation of waste profiles, waste manifests, and bills of lading. If Contractor encounters hazardous materials, it shall immediately notify the District in writing. The District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District.
- E. If, during construction, Contractor encounters materials, conditions, waste, contaminated groundwater or substances, not identified in the District's assessment report, that Contractor reasonably suspects are hazardous materials, Contractor shall stop the affected portion of the work, secure the area, promptly notify the District, and take reasonable measures to mitigate the impact of such work stoppage. The District shall retain the services of an environmental consultant to perform investigation, inspection, testing, assessment, sampling and analysis of the suspect materials, conditions, waste, groundwater or substances.
- (1) Found Not to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances do not constitute hazardous materials, Contractor shall recommence the suspended work.
- (2) Found to be Hazardous Materials. If the environmental consultant determines that the materials, conditions, waste, contaminated groundwater or substances constitute hazardous materials and such hazardous materials require remediation and disposal, then the District, Consultant and Contractor shall jointly establish the plan for disposition and actions to be taken with respect to the hazardous materials, subject to final written approval by the District. All such costs shall be the responsibility of the District.
- F. Exacerbation of Pre-Existing Hazardous Materials.

If during construction Contractor encounters pre-existing environmental conditions that it knew or should have known involve hazardous materials (the "Point of Discovery") (which encounters may include an unavoidable release or releases of hazardous

materials) then Contractor must immediately stop the affected portion of the work. If Contractor fails to immediately stop the affected portion of the work after the Point of Discovery, then Contractor is solely responsible for any resultant Exacerbation Cost. "Exacerbate," in all its forms, means the worsening effects of Contractor's failure to stop the affected portion of work after the Point of Discovery. "Exacerbation Cost" means the differential between (i) the actual increase in the cost of remediation and delays to the Project attributable to pre-existing environmental conditions involving hazardous substances, and (ii) the cost thereof or delays thereto had Contractor immediately stopped the affected portion of the work after the Point of Discovery. The standard of "should have known" applies to Contractor's supervisory personnel, whether or not on the Site. Contractor's supervisory personnel must have had the hazardous material training required by applicable OSHA and Cal OSHA rules or regulations.

SECTION 20. INDEPENDENT CONTRACTOR

- A. Contractor is retained as an independent contractor and is not employed by the District. No employee or agent of Contractor shall become, or be considered to be, an employee of the District for any purpose. It is agreed that the District is interested only in the results obtained from service under this Agreement and that Contractor shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. Contractor shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of Contractor and which shall not be subject to control or supervision by the District except as to results of the work. It is expressly understood and agreed that Contractor and its employees shall in no event be entitled to any benefits to which the District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation benefits, sick or injury leave or other benefits.
- B. Contractor shall be responsible for all salaries, payments, and benefits for all of its officers, agents, and employees in performing services pursuant to this Agreement.

SECTION 21. ACCOUNTING RECORDS

Contractor, and all Subcontractors, shall check all materials, equipment and labor entering into the work and shall keep or cause to be kept such full and detailed accounts as may be necessary for proper financial management under this Agreement, including true and complete books, records and accounts of all financial transactions in the course of their activities and operations related to the Project. These documents include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents (the "Data"). The Data shall be maintained for ten (10) years from the latest expiration of the term (as such may be extended) of any of the Contract Documents. Contractor shall use its best efforts to cause its Subcontractors to keep or cause to

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be kept true and complete books, records and accounts of all financial transactions in the course of its activities and operations related to the Project. Upon completion of the Project, Contractor shall provide the District with one (1) complete copy of the Data.

The District, at its own costs, shall have the right to review and audit, upon reasonable notice, the books and records of Contractor and any Subcontractors concerning any monies associated with the Project.

SECTION 22. PERSONAL LIABILITY

Neither the trustees, officers, employees, or agents of District, the District's representative, or Architect shall be personally responsible for any liability arising under the Contract Documents.

SECTION 23. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Agreement shall be binding upon either the District or Contractor unless the same shall be in writing and signed by both the District and Contractor.

SECTION 24. NOTICES

Any notices or filings required to be given or made under this Agreement shall be served, given or made in writing upon the District or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below or at such other address as such party may provide in accordance with the provisions herein. Any change in the addresses noted herein shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice.

If to Contractor:

Balfour Beatty Construction, LLC
10620 Treena St., Suite 300
San Diego, CA 92131
Attn: Dennis Kuykendall

If to the District:

Oxnard School District
1051 South A Street
Oxnard, California 93030
Attn: Dr. Cesar Morales, Superintendent

With a copy to Nitasha Sawhney,
Garcia Hernandez Sawhney LLP
2490 Mariner Square Loop, Suite 140
Alameda, CA 94501

And with an additional copy to Scott Burkett,
Caldwell Flores Winters, Inc.
1901 South Victoria Avenue, Suite 106
Oxnard, CA 93035

Notices under this Agreement shall be deemed to have been given, and shall be effective upon actual receipt by the other parties, or, if mailed, upon the earlier of the fifth (5th) day after mailing or actual receipt by the other party.

SECTION 25. ASSIGNMENT

Neither party to this Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of the District.

SECTION 26. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required to be inserted in these Contract Documents shall be deemed to be inserted herein and the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract Documents shall forthwith be physically amended to make such insertion or correction.

SECTION 27. HEADINGS

The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

SECTION 28. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties irrevocably agree that any action, suit or proceeding by or among the District and Contractor shall be brought in whichever of the Superior Courts of the State of California, Ventura County, or the Federal Court for the Central District of California in Los Angeles, California, has subject matter jurisdiction over the dispute and waive any objection that

they may now or hereafter have regarding the choice of forum whether on personal jurisdiction, venue, forum non conveniens or on any other ground.

SECTION 29. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

SECTION 30. NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide Contractor with timely notification of the receipt by the District of any third-party claim relating to this Agreement, and the District may charge back to Contractor the cost of any such notification.

SECTION 31. SEVERABILITY

If any one or more of the terms, covenants or conditions of this Agreement shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of the Contract Documents shall be affected thereby, and each provision of the Contract Documents shall be valid and enforceable to the fullest extent permitted by law.

SECTION 32. ENTIRE AGREEMENT

This Construction Services Agreement and the additional Contract Documents as defined in paragraph C of Section 1 herein, including the Site Lease, the Sublease, and the Specifications, drawings, and plans constitute the entire agreement between Contractor and the District. The Contract Documents shall not be amended, altered, changed, modified or terminated without the written consent of both parties hereto, except as otherwise provided in Section 10 hereof.

EXHIBIT B

Oxnard School District – Rose Avenue Elementary School Reconstruction

Preconstruction Services

The District desires to retain a professional construction firm (hereafter "CONTRACTOR") to provide certain professional pre-construction services related to the Project plans and specifications for the purpose of designing the project to budget and eliminating unforeseen circumstances, errors, omissions and ambiguities in the construction documents prepared by the Architect. The fee for this set of services will be Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00). to be paid monthly on a design progress basis.

The CONTRACTOR will be expected to provide the following professional pre-construction services during the design phase of the Project:

1. Professional Construction Cost-Estimation Services

- A. During each phase of design or at the completion of each phase of design, (1) Conceptual, (2) Schematic, (3) Design Development and (4) Construction Development, CONTRACTOR shall prepare a cost estimate, in current, uninflated dollars, for the design and specifications prepared by the Architect. CONTRACTOR acknowledges that it shall prepare four (4) complete cost estimates commensurate with the level of detail of each phase of design. The cost estimate shall include all Project costs, including, all hard costs (site preparation, utility connections, off-site improvements, hazard abatement, construction costs, overhead & profit and general conditions), soft costs (survey, geo-hazard, geo-technical, environmental studies, inspection and testing) and furniture, fixture and equipment.
- B. Upon final approval by the Division of the State Architect (hereinafter, "DSA"), CONTRACTOR shall adjust its estimate to incorporate any and all changes required by DSA as part of the review and approval process.
- C. CONTRACTOR shall provide the cost estimates at such time as directed by the Program Manager during or at the conclusion of each phase of design, in a format approved by the District's Program Manager and consistent with Construction Specifications Institute (CSI) standards. During the schematic phase, Contractor shall estimate in the CSI UniFormat. For all other phases of design, Contractor shall utilize CSI MasterFormat.

2. Professional Constructability Review

- A. Definition: Constructability Review shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District's objectives as explained to the Architect and CONTRACTOR by the District as approved by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the CONTRACTOR can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs. The standard to be used for constructability is a contractor's standard of care in reviewing the plans and not that of an architect.
- B. CONTRACTOR shall conduct one comprehensive technical review of the Plans and Specifications at 50% Construction Development phase. The purpose of this review will be to examine whether the design intent can be successfully implemented in the field within the Project budget. A report of the CONTRACTOR's findings will be distributed to the Program Manager and the Architect. CONTRACTOR will participate in any meeting(s) with the Architect to determine if the comments will be included in the final bid set of documents. CONTRACTOR will work with Architect to ensure that all front end documents conform to technical specifications and meet District standards.
- C. At all times during design and DSA Review and Approval, the Architect shall remain responsible for completing, stamping, submitting and securing final DSA approval for the Project. Furthermore, the District acknowledges that CONTRACTOR is neither the Architect nor performing an architectural review of the Project. CONTRACTOR's responsibilities and duties under this subsection shall not include the architectural or structural design of the Project which is the responsibility of the Architect. Notwithstanding this qualification, CONTRACTOR shall conduct a detailed evaluation of the District's educational specifications, Project intent, Architect's Plans & Specifications, the proposed Project construction budget, schedule requirements and deliver a Constructability Review identifying any comments, recommendations or concerns that CONTRACTOR has as to the constructability of the Architect's Plans & Specifications consistent with the District's intent and budget.
- D. Deliverable: The CONTRACTOR shall deliver to the District a complete technical report of the Plans and Specifications with the opinion of the CONTRACTOR as to the constructability of the Architect's Plans and Specifications. The CONTRACTOR, in the report, shall identify any issues, concerns or requests for clarification that CONTRACTOR believes are necessary to complete the design within the District's proposed and approved Project budget. The report shall be made available to the Architect, the District and its Program Manager.

3. Value Engineering Services

- A. Definition: CONTRACTOR shall be required to perform Value Engineering Services to identify opportunities to reduce Project cost at the conclusion of each phase of design and during DSA

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review. The Value Engineering Services shall be provided in the form of a report to the Program Manager and shall identify value engineering opportunities, alternative materials and alternative methods and the associated cost savings estimated by the CONTRACTOR.

- B. Deliverable: The CONTRACTOR shall maintain and distribute a running log of value engineering recommendations throughout the design process. The log shall identify and describe the recommendation, the estimated cost savings for each recommendation and a notation of whether the recommendation is accepted or rejected by the Architect and the District. Value engineering recommendations that are accepted by the District shall be incorporated into the plans and specifications at each phase of design. The log shall note when the recommendation was incorporated into the Plans and Specifications.

4. Building Information Modeling (BIM) Services

- A. Definition: BIM Modeling is defined as a 3-D model-based process involving the generation and management of digital representations of physical and functional characteristics of a proposed construction project for purposes of planning, designing, constructing, operating and maintaining the proposed new facility.
- B. CONTRACTOR shall participate in and/or prepare a 3-D model of the Architect's design of the Project utilizing BIM software. The 3-D model shall be rendered in a format that can be made available to the Architect, the District, and/or any agent or representative thereof. The model shall contain sufficient detail to identify any and all ambiguities and clashes in the Architect's plans and specifications and produce a model from which a contractor or sub-contractors may bid for the project in question. The BIM Model must be in a format that can be shared or networked to support the decision-making process related to the design and specifications.
- C. The 3-D BIM Model shall be completed prior to the Architect's submission of the plans and specifications to the Division of the State Architect. Any and all ambiguities or clashes will be resolved in a final 3-D BIM Model prior to this submittal.
- D. The District shall hold title and interest in the completed 3-D BIM Model. At the request of the District, CONTRACTOR shall make the completed 3-D BIM Model files available to the District in a format acceptable to the District.
- E. Deliverable: A completed 3-D BIM Model in electronic format acceptable to the District.

5. Construction Scheduling Services

- A. Definition: Construction Scheduling is defined as the process of developing a detailed master baseline construction schedule for the Project that identifies all the major tasks and subtasks associated with the planning, design, construction, commissioning, close-out and final occupancy

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of the completed Project. The schedule shall be prepared in Primavera or comparable software and shall identify all long lead items, critical path, coordination of site activities, and any phasing of the Project. The Construction Scheduling services shall culminate in a final baseline construction schedule approved by the District to be used as a baseline schedule for the Project.

- B. CONTRACTOR shall develop a detailed construction schedule utilizing the critical path method. This schedule will provide a logical means of establishing and tracking the Project and for the organization of activities into areas established by Project criteria. CONTRACTOR shall consider any potential disruptions to the learning environment and incorporate major school activities, such as site-wide or statewide testing dates, or as otherwise provided by the District, in the construction schedule.
- C. In addition to the Construction Schedule, CONTRACTOR shall develop a Responsibility Matrix and Construction Site Management Plan for the Project. The Responsibility Matrix shall identify the key team members (District/Architect/IOR) and the roles and responsibilities of each entity for the Project. The Construction Site Management Plan shall consist of, but is not limited to, staging areas, deliveries of materials and supplies, site fencing and location of construction site field office. The CONTRACTOR shall work with the Architect and Program Manager to develop these two deliverables in a format and content acceptable to the District.
- D. Deliverable: A completed and approved baseline construction schedule, a Responsibility Matrix and Construction Site Management Plan.

6. Cooperation and Attendance at Design Meetings

- A. CONTRACTOR shall attend regular meetings during Project design with the Architect, the District's Program Manager, the District, and any other applicable consultants of the District as necessary. CONTRACTOR shall contribute to the design meetings by providing applicable comments, feedback, recommendations, information and reports required under the scope of this Contract in a timely manner. Design meetings may be held as frequently as weekly.
- B. CONTRACTOR shall submit to the District's Program Manager, weekly report of its activities and progress related to deliverables identified in the scope of this Contract. The report shall be provided in a format that is acceptable to the Program Manager.

7. Schedule for Pre-Construction Services.


- A. The services outlined herein shall commence on the date specified in the District's Notice to Proceed ("NTP"). The schedule of the services to be provided herein shall be consistent with the Design Schedule identified in the District's contract with the Architect for the Project. The service of this Contract shall conclude and terminate upon receipt of the stamped approval of the Project Plans and Specifications from DSA.

- B. In the event that the CONTRACTOR is unable to perform the services anticipated in this Contract in the Architect's design schedule, CONTRACTOR shall notify the Program Manager and the Design Team shall work on a mutually agreeable modification to the design schedule.

- C. Any extensions required for deliverables shall be subject to the reasonable approval in writing by the District.

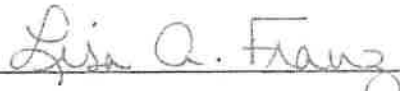
CONTRACTOR

Balfour Beatty Construction, LLC
10620 Trenea St., Suite 300
San Diego, CA 92131

By: 
Name/Title: Brian Cahill, President, California Division
Date: October 11th, 2017

THE DISTRICT

Oxnard School District,
a California school district
1051 South A Street
Oxnard, CA 93030

By: 
Name/Title: Lisa A. Franz, Director, Purchasing
Date: 11-7-17

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: November 01, 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 11.01.23 \(2 pgs\).pdf](#)
[Certificated Personnel Actions 11.01.23 \(2 pgs\).pdf](#)

CLASSIFIED PERSONNEL ACTIONS

New Hires

Alonso, Isabel	Campus Assistant, Position #6346 Brekke 4.0 hrs./180 days	10/17/2023
Amezcuca, Victor R.	After School Program Site Coordinator, Position #11710 Enrichment & Specialized Programs 8.0 hrs./246 days	10/12/2023
Ayala, Daniel A.	Campus Assistant, Position #3059 Lopez 5.5 hrs./180 days	10/02/2023
De La Torre, Gilberto D.	Child Nutrition Worker, Position #2892 Child Nutrition Services 5.0 hrs./185 days	10/18/2023
Ellis, Douglas	Paraeducator Special Education, Position #6735 Special Education 5.75 hrs./183 days	10/04/2023
Garcia-Juarez, Gloria	Child Nutrition Worker, Position #2020 Child Nutrition Services 5.0 hrs./185 days	10/10/2023
Gomez, Aileen	Child Nutrition Worker, Position #2845 Child Nutrition Services 5.0 hrs./185 days	10/12/2023
Jacobson, Kristen L.	Paraeducator Special Education, Position #11689 Marina West 5.75 hrs./183 days	10/04/2023
Magdaleno, Maria	Campus Assistant, Position #3028 McKinna 4.5 hrs./180 days	10/17/2023
Meza, Denise	Campus Assistant, Position #3019 Marshall 4.5 hrs./180 days	10/19/2023
Pena, Brandy A.	Language Assessment Technician, Position #2443 Enrollment Center 5.5 hrs./246 days	10/16/2023
Napoles, Jorge	Outreach Specialist, Position #2709 Lopez 8.0 hrs./180 days	10/05/2023
Silva, Ana Maria	Child Nutrition Worker, Position #202 Rose Ave 5.0 hrs./185 days	10/12/2023
Temple, Alonzo B.	Campus Assistant, Position #11442 Driffill 5.75 hrs./183 days	10/11/2023

Limited Term/Substitutes

Lainez Mazariegos, Jennifer	Paraeducator (substitute)	09/18/2023
Temple, Alonzo	Campus Assistant (substitute)	09/25/2023

Resignations

Barragan, Rosalia	Instructional Assistant Infant Program, Position #1067 San Miguel 8.0 hrs./183 days	10/14/2023
Gonzalez-Vargas, Yanai	Child Nutrition Worker, Position #81 Child Nutrition Services 5.0 hrs./185 days	10/12/2023
Maciel, Debra L.	Bus Driver, Position #1117 Transportation 8.0 hrs./183 days	10/31/2023
Melena, Evelin	Paraeducator Special Education, Position #9301 Soria 5.75 hrs./183 days	10/25/2023
Mendoza, Shada	Campus Assistant, Position #3048 Sierra Linda 4.0 hrs./180 days	10/18/2023

Resignations (cont.)

Rivera, Sarahi	Paraeducator General Education, Position #9808 Curren 4.10 hrs./183 days	10/06/2023
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Retirement

Betancourt, Bertha	Child Nutrition Worker, Position #2880 Marina West 5.0 hrs./185 days	10/13/2023
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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

Barragan, Rosalia	Teacher, SPED Early Childhood	October 16, 2023
Castanon, Joel	Teacher, ISP	October 30, 2023
Faulkner, Chelsea	Teacher, ISP	October 9, 2023
Frenes, Daniel	Teacher, SPED RSP	October 2, 2023
Hernandez, Megan	Assistant Principal	Start Date Pending
Gebhardt, Daniel	Teacher, SPED RSP	October 17, 2023
Walker, Arianne	Teacher, ISP	October 16, 2023
Aguilera, Viviana	Substitute Teacher	2023/2024 School Year
Boeshaar, Stephanie	Substitute Teacher	2023/2024 School Year
Bravo, Sylvia	Substitute Teacher	2023/2024 School Year
Ceron, Griselda	Substitute Teacher	2023/2024 School Year
Faggin, Yolanda	Substitute Teacher	2023/2024 School Year
Fernandez, Alejandro	Substitute Teacher	2023/2024 School Year
Garcia, Antonio	Substitute Teacher	2023/2024 School Year
Garcia, Valeria	Substitute Teacher	2023/2024 School Year
Gergen, Caroline	Substitute Teacher	2023/2024 School Year
Gonzalez Gonzalez, Michelle	Substitute Teacher	2023/2024 School Year
Harrison, Joshua	Substitute Teacher	2023/2024 School Year
Hernandez, Odalis	Substitute Teacher	2023/2024 School Year
Hernandez, Synai	Substitute Teacher	2023/2024 School Year
Jimenez, Efrain	Substitute Teacher	2023/2024 School Year
Jones, Sharon	Substitute Teacher	2023/2024 School Year
Juarez, Brisa	Substitute Teacher	2023/2024 School Year
Lomeli, Elizabeth	Substitute Teacher	2023/2024 School Year
Martin, Bennett	Substitute Teacher	2023/2024 School Year
Martin, Zeke	Substitute Teacher	2023/2024 School Year
Martinez, Isabel	Substitute Teacher	2023/2024 School Year
Nichols, Mary	Substitute Teacher	2023/2024 School Year
Ouimet, Ashley	Substitute Teacher	2023/2024 School Year
Pacula, Edward	Substitute Teacher	2023/2024 School Year
Perez, Everlin	Substitute Teacher	2023/2024 School Year
Ralph, William	Substitute Teacher	2023/2024 School Year
Reich, Benjamin	Substitute Teacher	2023/2024 School Year
Rios Gonzalez, Sandra	Substitute Teacher	2023/2024 School Year
Rivera, Lourdes	Substitute Teacher	2023/2024 School Year
Rossi, Bailly	Substitute Teacher	2023/2024 School Year

Serrato, Carina	Substitute Teacher	November 1, 2023
Solis, Christian	Substitute Teacher	2023/2024 School Year
Spence, Dominique	Substitute Teacher	2023/2024 School Year
Spence, Lauren	Substitute Teacher	2023/2024 School Year
Stewart, Shelley H	Substitute Teacher	2023/2024 School Year
Swanson, Heather	Substitute Teacher	2023/2024 School Year
Thomas, Sharee	Substitute Teacher	2023/2024 School Year
Vierra Torres, Andres	Substitute Teacher	2023/2024 School Year
Zegers, Victoria	Substitute Teacher	2023/2024 School Year

Promotion

Cervantes, Kristina	Assistant Principal	November 1, 2023
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: November 01, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Amendment #2 to Agreement #23-61 – Dr. Cory Hills (Fox/Shea)

At the Board Meeting of June 21, 2023, the Board of Trustees approved Agreement #23-61 with Dr. Cory Hills, in the amount of \$93,310.00, to provide workshops for students to craft original stories, set them to music, and perform the stories for fellow classmates, during the period of July 1, 2023 through June 30, 2024.

At the Board Meeting of September 20, 2023, the Board of Trustees approved Amendment #1, with an increase to the overall agreement of \$17,527.99 to meet increased costs of district requirements.

Amendment #2 is needed to increase the per class rate to match the increased cost, therefore Dr. Cory Hills will charge a rate of \$317 per session. He will bill in three installments of \$36,945.75 for the work provided under this agreement.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Amendment #2 to Agreement #23-61 with Dr. Cory Hills.

ADDITIONAL MATERIALS:

Attached: [Amendment #2 \(1 Page\)](#)

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

[Agreement #23-61, Dr. Cory Hills \(17 Pages\)](#)

**Amendment #2 to Agreement #23-61 with
Dr. Cory Hills
November 1, 2023**

At the Board Meeting of June 21, 2023, the Board of Trustees approved Agreement #23-61 with Dr. Cory Hills, in the amount of \$93,310.00, to provide workshops for students to craft original stories, set them to music, and perform the stories for fellow classmates, during the period of July 1, 2023 through June 30, 2024.

At the Board Meeting of September 20, 2023, the Board of Trustees approved Amendment #1, with an increase to the overall agreement of \$17,527.99 to meet increased costs of district requirements.

Amendment #2 is needed to increase the per class rate to match the increased cost, therefore Dr. Cory Hills will charge a rate of \$317 per session. He will bill in three installments of \$36,945.75 for the work provided under this agreement.

Dr. Cory Hills:

By: _____

Date: _____

Oxnard School District:

By: _____
Lisa A. Franz, Director, Purchasing


Date: _____

**Amendment #1 to Agreement #23-61 with
Dr. Cory Hills
September 20, 2023**

At the Board Meeting of June 21, 2023, the Board of Trustees approved Agreement #23-61 with Dr. Cory Hills, in the amount of \$93,310.00, to provide workshops for students to craft original stories, set them to music, and perform the stories for fellow classmates, during the period of July 1, 2023 through June 30, 2024.

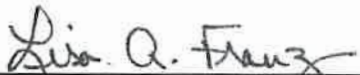
Amendment #1, in the amount of \$17,527.88, is required for additional insurance costs due to the district's updated insurance requirements, for a new total agreement amount of \$110,837.88.

Dr. Cory Hills:

By: 

Date: 9/1/23

Oxnard School District:

By: 
Lisa A. Franz, Director, Purchasing

Date: 9-21-23

OXNARD SCHOOL DISTRICT

Agreement #23-61

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 21st day of June 2023 by and between the Oxnard School District (“District”) and Dr. Cory Hills (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

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

OPERATIVE PROVISIONS

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

- 1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- 2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **July 1, 2023 through June 30, 2024** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- 3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- 4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, shall not exceed Ninety Three Thousand Three Hundred Ten Dollars and Zero Cents (\$93,310.00), unless additional compensation is approved in writing by the District.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CH (Initials)

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

CH (Initials)

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

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

CH (Initials)

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

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

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

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

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

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

21. **Indemnification.**

- a. **Indemnification for Professional Liability.** Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

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

b. **Indemnification for Other than Professional Liability.** To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

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

CH (Initials)

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

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

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

To District:

Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Ginger Shea
Phone: (805) 385.1501
Fax: (805) 385.1508

To Consultant:

Dr. Cory Hills
600 Town Center Drive
Costa Mesa, CA 92626
Phone: (773) 332.7576
Fax:
Email: splatboombang@gmail.com

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

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

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

26. **Administration.** DR. GINGER SHEA shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D "Conflict of Interest Check" attached hereto.

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

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

9-5-2023
Date

Tax Identification Number: 95-6002318

DR. CORY HILLS:

[Signature]
Signature

Cory Hills / Percussive Storytelling
Typed Name/Title

6-14-23
Date

Tax Identification Number: 228-23-3533

Not Project Related

Project #23-61

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #23-61

SERVICES

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

PER ATTACHED PROPOSAL

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

PER ATTACHED PROPOSAL

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

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

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

None.

See attached list.

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

None.

See attached list.

VII. AMENDMENT

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

Not Project Related

Project #23-61

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #23-61

COMPENSATION

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

Total Compensation Not to Exceed \$93,310.00

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

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

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

IV. The total compensation for the Services shall not exceed \$93,310.00 as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #23-61

INSURANCE

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

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

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

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

(3) Insurance coverage should include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Not Project Related

Project #23-61

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #23-61


CONFLICT OF INTEREST CHECK

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

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

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

Date: 9-5-23

By: 
Lisa A. Franz
Director, Purchasing

Percussive Storytelling Proposal for Oxnard School District Summer 2023; School Year 2023-2024

Submitted by Dr. Cory Hills, D.M.A.

2023-2024 School Year
Total Requested: \$75,950

The Business: Percussive Storytelling

What are the basics?

- A residency that rotates among ten K-5 elementary after-school sites (precise schedule to be determined).
- Each school site will be broken down into three or four grade groups (sessions). While differing at each site, the *approximate* breakdown would be (1, 2, 3, 4-5 or 1, 2, 3) with preference given to lower grades.
- The groups will meet for approximately 35-40 minutes as determined by the individual school sites.

What do you pay?

- \$75,950 – \$217/session (not to exceed 350 sessions).
- This fee is all inclusive (mileage, materials, insurance).

What do you get?

The Art: Frankie the Otter

A program based on friendship, inclusivity, and the power of community.

*This program is sponsored in part by the Gretsch Residency
in Children's Music at the Fred Rogers Institute.*

Frankie the Otter contains four main stories, dozens of other stories, and supplemental games and activities. Each of the stories have multiple themes that are all related to the overall concept and scope of the program. The stories and main themes are:

Cory from Cali

- Individuality
- Self-Respect
- Self-Confidence

Peacock and Quetzal

- Leadership
- Community
- Empathy

Down by the Bay

- Play
- Problem-Solving
- Imagination
- Critical Listening

Stuie the Tui

- Friendship
- Curiosity
- Active Listening

What will we do?

My time with each class would be broken down into three parts. The first would be playing a percussive story, such as *Cory from Cali*.

<https://vimeo.com/753362310>

The second would be discussing the themes and doing a short activity centered on those themes, such as the Imitation Sound Challenge.

<https://vimeo.com/753697734/904d0ae799>

The third would be to actively create our own stories, in our own voice. Over the course of our time together, students will create interdisciplinary arts projects that fuse elements of creative writing (ELA) with music performance and composition, as well as additional SEL components. This residency, and its parts (performing, creating, listening/responding, and interacting/connecting), touch on each of the California standards for music.

What will we create?

Rhythms, beats, melodies, and percussive stories! We will write and discuss many stories during our time together, as well as develop class stories; written by students, composed by students, and performed by students (with a little help from me!). In the residency, we operate without hierarchy; meaning, I am not the boss. Instead, we all have equal voices when creating stories and composing music. I have found that this egalitarian approach helps students relax so they can focus more clearly on the intended artistic and educational concepts.

Speaking of the sounds, I will provide all percussion instruments, which includes dozens of instruments, drums, mallets, and more. Part of the inclusive fee helps offset the cost of purchasing certain instruments, repairing or replacing broken instruments, mallets, paper, pencils, and other intangible items. It should be noted that these residencies can be quite loud. Please let me know if there are any students with noise sensitivities. In addition, I would like to discuss an opportunity to showcase the work of the students.

Summer and/Spring Session: Total: \$17,360

What are the basics?

- A residency that rotates among the various elementary after-school sites during summer and/or spring (precise schedule to be determined).
- Each school site will be broken down into three or four grade groups (sessions). While differing at each site, the *approximate* breakdown would be (1, 2, 3, 4-5 or 1, 2, 3) with preference given to lower grades.
- The groups will meet for approximately 35-40 minutes as determined by the individual school sites.

What do you pay?

- \$17,360 – \$217/session (not to exceed 80 sessions).
- This fee is all inclusive (mileage, materials, insurance).

Assemblies: Total: \$6,000

What are the basics?

- An award-winning assembly at the ten K-5 school sites where after-school work will be completed (see above section of proposal).
- Two assemblies will be performed at each school site with an approximate breakdown of K-2 and 3-5. Details to be coordinated with principals.
- Students from the after-school program will be integrated into the assemblies.

What do you pay?

- \$6,000 – \$300/assembly (20 assemblies total)

Artist Bio - Cory Hills

Multi-percussionist, composer, and Grammy award-winning artist Cory Hills thrives on breaking down musical barriers through creative, interdisciplinary projects. He has received degrees from Northwestern University, Queensland Conservatorium, and the University of Kansas, and was awarded a research fellowship to Institute Fabrica. Currently, Hills is an active performer, composer, and recording artist in Los Angeles, as well as a member of the Los Angeles Percussion Quartet.

An advocate of new music, Hills has individually commissioned and premiered over 150 new works for percussion. He has given solo and chamber recitals across Europe, Australia, New Zealand, The United States, Mexico, and China. An advocate for percussion as an artistic discipline, Hills has been the artist-in-residence at Rocky Mountain National Park, a fellow at the OMI international artist's colony, artist-in-residence with Eighth Blackbird, and the inaugural resident for social practice fellowship through the National Endowment of the Arts and the state of Colorado.

Hills is the creator of Percussive Storytelling, a national award-winning arts program that brings classical music and storytelling to children in low-income communities. The program recently marked its 850th performance, and has reached more than 215,000 children in ten countries. Hills has released two award-winning albums (*The Lost Bicycle, Drum Factory*), and three children's books (*The Lost Bicycle, Beatrice and the POGs, Beatrice and the Search for the Orb*). Through Percussive Storytelling, Hills was named as the inaugural Gretsch Fellow in Children's Music at the Fred Rogers Center for 2021-2022, as well as a recipient of a 2022 Individual Artist Fellowship through the California Arts Commission.

For more information, please visit www.splatboombang.com.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 01, 2023

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #23-131, Franklin Covey Education (DeGenna/Jefferson)

Franklin Covey Education will provide professional development training for Special Education support staff, including access to the resources available through the Leader in Me portal, to include department classified staff, Speech Language Pathologist, Psychologists, and Occupational Therapists, November 2, 2023, through June 30, 2024, in the amount not to exceed \$17,460.00, to be paid out of Special Education Funds.

FISCAL IMPACT:

Not to Exceed: \$17,460.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees approve Agreement #23-131 with Franklin Covey Education.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-131, Franklin Covey Education \(4 Pages\)](#)
[Proposal \(1 Page\)](#)
[Exhibit A \(3 Pages\)](#)



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



Prepared for: Oxnard School District
 Prepared by: Jennifer Duston
 Proposal Date: 8.24.23

Services

SKU	Item	Amount	Quantity	Total
PLT3C1-P	Leading at the Speed of Trust Consultant Daily Rate (4-SPED Dept., 2 District + Site Admin.) <i>District Discount Pricing</i>	\$3,240.00	4	\$12,960.00
	District Partnership (Full access to follow up resources on Leader In Me.com including student, staff and parent resources; district discount on all services for all schools and departments, 3 implementation support calls with your coach to support on-going implementaton, 1 day of professional development with your coach to align your goals and priorities with your implementation, full access to the MRA data tracking tool to show measurable results of implementation.)	\$4,500	1	\$4,500
Subtotal Services				\$17,460.00
Total Investment				\$17,460.00



Leader in Me® Agreement

This Leader in Me Agreement (“Agreement”) is entered into as of the date given below (the “Effective Date”) by and between Franklin Covey Client Sales, Inc., whose address is 2200 West Parkway Blvd., Salt Lake City, Utah 84119 (“FranklinCovey”), and the following organization (“Client”):

Organization:	Oxnard Elementary School District	Contact Person:	Danielle Jefferson
Address:	1051 South A Street	Telephone:	
City, State, Zip:	Oxnard, California 93030	Email:	djefferson@oxnardsd.org

Details of Services and Materials

FranklinCovey shall provide Client the training, coaching, and materials (the “Services”) to be included in the Leader in Me® network of Schools. Details of the Services are described in the following table:

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
Membership						
District Partnership: Leader in Me Online District+	10/17/2023	10/16/2024	10/17/2023	\$1,300.00	1	\$1,300.00
Professional Development						
Prepaid Leading at the Speed of Trust Consultant Daily Rate	10/17/2023	10/16/2024	10/17/2023	\$3,240.00	4	\$12,960.00
District Partnership: District Alignment Session	10/17/2023	10/16/2024	10/17/2023	\$3,200.00	1	\$3,200.00
Materials*						
Leading Speed of Trust 3.0 Participant Kit			Upon Shipment	\$153.90	175	\$26,932.50
Shipping & Handling (Actual Invoiced)			Upon Shipment		1	\$1,185.00
Taxes (Estimated)			Upon Shipment		1	\$2,737.67
Total Investment						\$48,315.17

*Participant materials, whether pre-packaged or downloaded electronically, are required for each work session participant.

Client may contact FranklinCovey via email or purchase order to purchase additional products and/or services, which shall be subject to the terms and conditions of this Agreement. If Client issues a purchase order and there is a conflict between the purchase order terms and this Agreement, this Agreement shall control. If this Agreement is executed by Client after the Invoice Dates above, FranklinCovey may adjust the Invoice Dates based on the Effective Date. Such change shall not affect the Total Investment.

IN WITNESS HEREOF, all Parties have executed the foregoing Agreement by their duly authorized representatives.

Franklin Covey Client Sales, Inc.

Signature: _____
 Printed Name: _____
 Title: _____

Oxnard Elementary School District

Signature: _____
 Printed Name: _____
 Title: _____
 Effective Date: _____

Terms and Conditions

Grant of Rights To Portal: FranklinCovey hereby grants Client a limited, non-exclusive, non-transferable, revocable license for Client teachers and/or staff for whom an annual license fee has been paid ("Users") to access the Leader in Me® Online portal ("Portal"). Access to the Portal shall be available only to Users. Users will receive a unique registration code from an authorized representative of Client (e.g., Principal) prior to logging into the Portal. Client and Users agree not to make the Portal available in any manner to the general public, non-parties to this Agreement, students, or any other individual who is not a User.

Intellectual Property License: FranklinCovey hereby grants to Client a limited, non-exclusive license (the "License") to use the FC IP (defined below) only in connection with the delivery or promotion of FranklinCovey's *Leader in Me* solution within Client's school. For clarity, and by way of example only, the FC IP may be used with lesson plans, bulletin boards, posters, tee shirts, pins, songs, and other similar uses. However, FC IP may not be used with planners/agendas, unless such planners/agendas are purchased through SDI Innovations. Further, Client shall not use a FranklinCovey trademark, such as "The Leader in Me®," in or as a domain name. The License to the FC IP shall not be sublicensed, assigned, or transferred by Client. All works created by Client using the FC IP shall be deemed derivative works ("Derivative Works"), and are owned by FranklinCovey and may be used only pursuant to the License granted herein. "FC IP" shall mean the Leader in Me trademarks and other materials provided to Client by FranklinCovey, including intellectual property associated with The 7 Habits®. Client shall effectively communicate to its staff, employees, teachers, and anyone else who may have access to or receive the FC IP, that such FC IP is copyright- and/or trademark-protected and the proprietary property of FranklinCovey, and that neither Client nor its employees shall modify, reproduce, file share, email, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) the FC IP and any Derivative Works created by Client or its employees except as expressly provided for herein.

Measurable Results Assessment: The Leader in Me process includes a voluntary survey whereby staff, parents, and students are asked questions related to leadership, culture, and academics. An authorized person from Client will be provided a URL link of the survey questions to share with staff, parents, and students. Personally identifiable information ("PII") will not be collected as part of the survey, but in the event information is categorized as PII, FranklinCovey will not permit disclosure outside of its own organization and it will take all commercially practicable measures to destroy PII when it is no longer needed. Survey results will be compiled in an aggregate form and shared with third parties, such as donors and sponsors. Survey results may also be used for research.

Leadership Development: Principals Development Track and Lighthouse Coordinator Development Track provide an opportunity for Users to attend professional development. Client is responsible for all travel expenses incurred by Users attending such professional development.

Scheduling a Consultant. Contact FranklinCovey via email preferably thirty (30) days in advance to schedule a FranklinCovey consultant. Once scheduled, the cancellation/rescheduling provisions will apply.

Cancellation/Rescheduling Fees. Fifteen (15) calendar days' notice is required to cancel or reschedule a scheduled consultant. If Client provides fewer than fifteen days' notice, Client will be billed a cancellation fee of 75% or a rescheduling fee of 25% of the consultant fee to cover costs incurred by FranklinCovey, as well as any travel costs imposed on FranklinCovey as a result of such cancellation or rescheduling. Client will not be assessed a cancellation/rescheduling fee for any consultant services canceled or rescheduled by FranklinCovey.

Term, Termination, and Events of Termination: The term of this Agreement shall commence on the Effective Date and terminate on the End Date identified in the table above. If Client terminates for convenience, FranklinCovey shall not refund any invoiced amounts. Either party may terminate this Agreement if the other party materially breaches the Agreement, and such material breach remains uncured after the non-breaching party has provided thirty (30) days' written notice of such breach. Upon termination of this Agreement for any reason, Client shall immediately (a) discontinue all use of the FC IP; and (b) discontinue all use of Derivative Works.

Payment Terms: FranklinCovey shall invoice Client for all fees as identified in the table(s) above, which fees are nonrefundable and non-prorateable, including shipping and handling, and sales and use taxes (unless Client submits proof of its tax-exempt status to FranklinCovey). All shipments are FOB Shipping Point. Payment terms are net 30 from the invoice date. Fees are subject to an annual price increase.

Audio: Client is responsible for providing a conference line for live online Services, when needed. Such conference line is provided at Client's sole cost and expense.

Recordings: Client shall not make or allow to be made any audio and/or video recordings of the Services. Client shall inform the audience and otherwise take reasonable actions to ensure that no recordings of the Services are made.

Leader in Me Notifications: FranklinCovey may send to teachers, staff, and employees via email or other means promotional materials, product updates, upcoming events, and other information pertinent to the Leader in Me process. Anyone receiving such information may opt out at any time.

Copyright: FranklinCovey owns or controls all intellectual property rights, proprietary rights, and copyrights to all Services and materials provided for in this Agreement, and Client shall communicate the same to recipients of the Services ("Participants"). Client's and/or Participants' unauthorized use, reuse, copying, reproduction, recording, transmittal, modification, or revision of the Services and/or materials, if applicable, shall constitute a breach of this Agreement and/or federal copyright law. Any materials provided for herein are intended for personal use only by Participants and are not for resale, distribution to a third-party, file sharing, or public display. Nothing in this Agreement implies a grant of license for Client to use the concepts and materials outside the scope of the Agreement.

Modification of Agreement: All amendments or modifications to this Agreement must be in writing and signed by the parties hereto. The person executing this Agreement on behalf of Client warrants that he/she is authorized to enter into this Agreement and has authority to bind Client.

Affirmative Action/Equal Opportunity Employer: FranklinCovey complies with the EEO Clause of EO 11246, as amended, and the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

Force Majeure: Neither Client nor FranklinCovey shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of Client or FranklinCovey.

Entire Agreement: This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of the Agreement shall prevail.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: November 01, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-134, Reality Improv Connections Inc. (Fox/Nocero)

Reality Improve Connections Inc. will provide BRITE program classroom workshops for 4th-8th grades at Chavez, Curren, Driffill, Kamala, Lemonwood, Marshall, and Soria Schools on the following:

- Vape & Marijuana Prevention Game
- Alcohol & Other Drug Prevention Game
- Media, Marketing & Your Mind
- Mental Health, Wellness & other Prevention Activities

Term of Agreement: November 2, 2023 through June 30, 2024

FISCAL IMPACT:

\$2,275.00 – General Fund

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-134 with Reality Improv Connections Inc.

ADDITIONAL MATERIALS:

- Attached:** [Agreement #23-134, Reality Improv Connections Inc. \(4 Pages\)](#)
[Scope of Work \(2 Pages\)](#)
[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



SCOPE OF WORK

BRITE: A program of Reality Improv Connections, Inc. and Oxnard School District

PURPOSE: The purpose is to establish and maintain a provision of service relationship between the two parties. BRITE will provide trained staff to work in conjunction with school administrators and staff to offer Prevention Education workshops for students, staff and parents, facilitate Youth Leadership/Advocacy Training and coordinate youth advocacy projects. BRITE will also make available group sessions to support mental health and well-being, build resilience and foster diversity and inclusion.

TERM: The term shall be effective November 2, 2023 through June 30, 2024.

SCOPE OF SERVICES:

Classroom workshops for 4th – 8th grades – based on # sessions in one day at one school.

- Vape & Marijuana Prevention Game
- Alcohol & Other Drug Prevention Game
- Media, Marketing & Your Mind
- Mental Health, Wellness & other Prevention Activities

SERVICES	COST
4 sessions (\$250) for the following 4 sets of grades: 4-5 th , 6 th , 7 th , and 8 th at the 7 schools K-8 grades = \$250 x 7= \$1,750 1. Chavez School 2. Curren School 3. Driffill School 4. Kamala School 5. Lemonwood School 6. Marshall School 7. Soria School	\$1,750

3 Presentations for Parent = \$175 x 3 = \$525 1-hour presentations English & Spanish	\$525
Total	\$2,275

DESCRIPTION OF SERVICES:

- A. Oxnard School District agrees to the following:
 1. Serve as lead Administrative Agent of all schools.
 2. Provide adequate facilities to accommodate BRITE staff – when applicable.
 3. Provide a contact person such as Administrative or Counseling Staff or school to whom the BRITE staff will coordinate program implementation with the schools.
- B. BRITE agrees to the following:
 1. Provide trained facilitators and prevention specialists to deliver age-appropriate workshops /sessions about tobacco, alcohol and other drugs for grades 6-8.
 2. Provide parent awareness and staff development presentations and media messaging to support tobacco, drug and alcohol prevention efforts and promote health and well-being.
 3. Provide youth leadership and advocacy trainings and support for youth projects that promote health and well-being. This may include opportunities for 6-8 grade students to engage in prevention and health advocacy outreach to peers and younger students.
 4. Provide sessions and activities in person and/or on virtual platforms of the district’s preference, and through BRITE platforms as appropriate. (Zoom and in BRITE World – a 3D environment with interaction via avatars)
 5. Provide representation at meetings convened by Oxnard School District to review the program.

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



CURRENT SERVICES: Available at no cost to your district through BRITE’s contract with VCBH

Up to 3 full school days of workshops per school year (6-8th grade classes)

- Vape & Marijuana Prevention Game
- Alcohol & Drug Prevention Game
- BRITE World 3D Prevention Activity

Up to 3 Parent or Staff Presentations per school year

- Vaping: What Parents Need to Know
- Overdose Prevention – Opioids & Fentanyl

BEYOND CURRENT FUNDING

With additional funding we can tailor workshops to be appropriate for 4th – 8th grades, instead of just starting at 6th grade. These are per workshop/or day prices. With a district agreement we can set a total school year limit based on estimated schedule and invoice monthly for actual sessions held.

Classroom workshops for 4th – 8th grades – based on # sessions in one day at one school

- Vape & Marijuana Prevention Game
- Alcohol & Other Drug Prevention Game
- Media, Marketing & Your Mind
- Mental Health, Wellness & other Prevention Activities

The above are priced by number of sessions in a school day

- 1 = \$100
- 2 = \$150
- 3 = \$200
- 4 = \$250
- 5 = \$350
- 6 = \$400

- BRITE World 3D Prevention Activity
- Youth Advocacy / Media Projects

These workshops require more facilitators and equipment

- Up to half day = \$400
- Full day = \$700

Parent & Staff Presentations = \$175

Adaptable between 20 minutes to 1-hour presentations available in both English & Spanish

Please see the flyer sent with this document for a few more details about the workshops. For any questions or coordination contact: **Katherine Kasmir**

katherine@BRITEyouth.org (805) 338-8646

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: November 01, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #23-153, Reality Improv Connections Inc. (Fox/Nocero)

Reality Improve Connections Inc. will provide trained staff to work in conjunction with school administrators and staff to offer Prevention Education workshops for students, staff, and parents, facilitate Youth Leadership/Advocacy Training and coordinate youth advocacy projects. Reality Improve Connections Inc. will also make available group sessions to support mental health and well-being, build resilience, and foster diversity and inclusion, and provide parent awareness and staff development presentations and media messaging to support tobacco, drug and alcohol prevention efforts, and promote health and well-being.

Term of Agreement: November 2, 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 #23-153 with Reality Improv Connections Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-153, Reality Improv Connections Inc. \(4 Pages\)](#)
[Scope of Work \(2 Pages\)](#)



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
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 - 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



SCOPE OF WORK

BRITE: A program of Reality Improv Connections, Inc. **Oxnard School District**

PURPOSE: The purpose is to establish and maintain a provision of service relationship between the two parties. BRITE will provide trained staff to work in conjunction with school administrators and staff to offer Prevention Education workshops for students, staff and parents, facilitate Youth Leadership/Advocacy Training and coordinate youth advocacy projects. BRITE will also make available group sessions to support mental health and well-being, build resilience and foster diversity and inclusion.

TERM: The term shall be effective November 2, 2023 through June 30, 2024.

DESCRIPTION OF SERVICES:

- A. Oxnard School District agrees to the following:
 - 1. Serve as lead Administrative Agent of all schools.
 - 2. Provide adequate facilities to accommodate BRITE staff – when applicable.
 - 3. Provide a contact person such as Administrative or Counseling Staff or school to whom the BRITE staff will coordinate program implementation with the schools.
- B. BRITE agrees to the following:
 - 1. Provide trained facilitators and prevention specialists to deliver age-appropriate workshops /sessions about tobacco, alcohol and other drugs for grades 6-8.
 - 2. Provide parent awareness and staff development presentations and media messaging to support tobacco, drug and alcohol prevention efforts and promote health and well-being.
 - 3. Provide youth leadership and advocacy trainings and support for youth projects that promote health and well-being. This may include opportunities for 6-8 grade students to engage in prevention and health advocacy outreach to peers and younger students.
 - 4. Provide sessions and activities in person and/or on virtual platforms of the district's preference, and through BRITE platforms as appropriate. (Zoom and in BRITE World – a 3D environment with interaction via avatars)

5. Provide representation at meetings convened by Oxnard School District to review the program.

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

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: November 01, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #23-174 – The Math Learning Center (Fox/Jenks)

Number Corner is an adopted curriculum for Spanish DLI classrooms. This online professional development will provide support to new DLI teachers in the implementation of Number Corner in their Spanish classroom and will be held on November 30, 2023.

FISCAL IMPACT:

Not to Exceed: \$1,000.00 – Title IV

RECOMMENDATION:

It is the recommendation of the Interim Director, Teaching & Learning, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-174 with The Math Learning Center.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-174, The Math Learning Center \(4 Pages\)](#)
[Quote #Q-19443 \(1 Page\)](#)



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

Sales Order Quote

Quote Number **Q-19443** Quote Date 9/8/2023
 Customer Name *Oxnard School District* Expiration Date 3/6/2024
 Customer Number 0600034

Bill To Name	<i>Oxnard School District</i>	Ship To Name	<i>Oxnard School District</i>
Bill To	<i>1051 S A St</i>	Ship To	<i>1051 S A St</i>
	<i>Oxnard</i>		<i>Oxnard</i>
	<i>CA</i>		<i>CA</i>
	<i>93030-7442</i>		<i>93030-7442</i>
	<i>United States</i>		<i>United States</i>

Product Code	Product	Quantity	Sales Price	Discount	Total Price
GSOTHER	Remote Number Corner Getting Started workshop	1	\$2,000.00	50%	\$1,000.00
Subtotal:					\$1,000.00

Shipping & Taxes

Total Amount	\$1,000.00
Shipping Fee	\$0.00
Taxes	
NET TOTAL	

As of January 30, 2023, our shipping/handling fees have changed.

- A standard shipping/handling fee of 11% is applied to the order total.
- The shipping and handling fee is reduced to 8% for purchase orders paid by check or ACH.
- All orders are subject to a minimum \$10 fee.

Please note: above quote does not reflect taxes that may be incurred on freight. This will be included in your final invoices.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Aracely Fox

Date of Meeting: November 01, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #23-175, Miguel Villegas Ventura (Fox/Ruvalcaba)

Mr. Miguel Villegas Ventura will participate as the keynote speaker and rap performer for OSD's Annual Celebration Mesoamerican Traditions event at Lemonwood School on November 7, 2023.

FISCAL IMPACT:

Not to exceed \$1,500.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Manager, Equity, Family & Community Engagement, and the Acting Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #23-175 with Miguel Villegas Ventura.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-175, Miguel Villegas Ventura \(4 Pages\)](#)
[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

Miguel Villegas
Ventura
1362 N. Hughes #48
Fresno, Ca 93728
559.352.4105
[mvillegasventura@](mailto:mvillegasventura@gmail.com)
[gmail.com](mailto:mvillegasventura@gmail.com)

For the Keynote presentation, I can talk about my experience navigating the educational system here in the United States. I arrived in the United States when I was 7 years old only speaking the Mixteco Language and eventually learned Spanish and English attending schools in Fresno, California. My experience being a indigenous student, I faced discrimination by other students and was not able to understand the importance of preserving my language. As a young indigenous mexican male, I also was around gang activities in schools and neighborhoods but was able to escape it gravitating to arts and music. I was very fortunate to graduate high school, attend community college and have worked for non-profit organizations using my trilingual skills to eventually become community organizer and interpreter. Aside from that, I also became a trilingual rap artist, promoting indigenous pride and the preservation of our language and culture. As of right now, I work with the Ventura County Behavioral Health with Logrando Bienestar as a Trilingual Community Services Coordinator.

As for my music career, I am the first indigenous rapper to create a trilingual song combining Mixteco, Spanish and English. My trilingual songs promote being proud of speaking our native language, being multilingual and uplifting the self esteem of the community to continue moving forward and navigating the spaces that we are not used to, while not forgetting where we come from. I have been featured in national news such as Aqui y Ahora, Univision and National Geographic. Universities such as University of Oregon, UCLA, Chico State use my lyrics as a window to understand the migration of indigenous communities from Mexico and Central America.

My proposal for my participation as keynote speaker and performer will be \$1,500.

If you have any questions or concerns, you can reach me at mvillegasventura@gmail.com or 559-352-4105.

Sincerely,

A handwritten signature in black ink, appearing to read 'Miguel', with a large, sweeping flourish extending to the right.

Miguel Villegas Ventura

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 01, 2023

Agenda Section: Section C: Special Education Agreement

**Ratification of Amendment #1 to Agreement #23-88 – Maxim Healthcare Services Inc.
(DeGenna/Jefferson)**

At the Board Meeting of September 6, 2023, the Board of Trustees ratified Agreement #23-88 with Maxim Healthcare Services Inc., in the amount of \$1,705,000.00, to provide supplemental staffing to the Oxnard School District on an “as needed” basis.

Amendment #1, in the amount of \$1,795,000.00, is needed to continue supporting existing unfilled direct hire positions, for a new total agreement amount of \$3,500,000.00.

FISCAL IMPACT:

Not to exceed \$1,795,000.00 – Special Education Funds

RECOMMENDATION:

It is recommended by the Director, Special Education Services, and the Interim Superintendent, that the Board of Trustees ratify Amendment #1 to Agreement #23-88 with Maxim Healthcare Services Inc.

ADDITIONAL MATERIALS:

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

[Agreement #23-88, Maxim Healthcare Services Inc. \(17 Pages\)](#)

**Amendment #1 to Agreement #23-88 with
Maxim Healthcare Services Inc.
November 1, 2023**

At the Board Meeting of September 6, 2023, the Board of Trustees ratified Agreement #23-88 with Maxim Healthcare Services Inc., in the amount of \$1,705,000.00, to provide supplemental staffing to the Oxnard School District on an “as needed” basis.

Amendment #1, in the amount of \$1,795,000.00, is needed to continue supporting existing unfilled direct hire positions, for a new total agreement amount of \$3,500,000.00.

MAXIM HEALTHCARE SERVICES INC.:

By: _____

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____



SERVICES AGREEMENT

Will be issued per Provider

Requisition Number

23-88

Contract Number

Will be issued per Provider

Purchase Order Number

This Services Agreement (the "Agreement") is made and entered into this 6th day of September, 2023 by and between Oxnard School District (hereinafter referred to as "District") and Maxim Healthcare Services Inc. (hereinafter referred to as "Provider.")

PROVIDER.

Maxim Healthcare Services Inc.

Provider

735 Tank Farm Road, Suite 140

Street Address

San Luis Obispo, CA 93401

City, State, Zip code

805-858-9739

Telephone Number

866-250-8915

Fax Number

carbaldac@maximstaffing.com

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.

23-88

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 July 1, 2023, and terminate on June 30, 2024. 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 affect. 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:

Oxnard School District

District

Attn: Danielle Jefferson

1051 South A Street

Street

Oxnard, CA 93030

City, State, Zip Code

Maxim Healthcare Services Inc.

Provider

Attn: Carina Baldacchino

735 Tank Farm Road, Suite 140

Street

San Luis Obispo, CA 93401

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:

	Each Occurrence	Aggregate
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:

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- 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 protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- 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 checked="" 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

By:

Lisa A. Franz
9-8-23

Signature

Lisa A. Franz

Name

Director, Purchasing

Title

Maxim Healthcare Services Inc.

Provider signed by:

Florence Ugokwe

Signature

Florence Ugokwe

Name

opAssistant Controller

Title

STATEMENT OF WORK

DESCRIPTION OF WORK:

Provide Supplemental Staffing "as needed" per "Attachment A - Personnel and Rates"

WORK SCHEDULE:

Per District Calendars - July 1, 2023 through June 30, 2024

SCHEDULE OF FEES

FEES:

Compensation for Services	\$ <u>1,705,000.00</u>
Actual and Necessary Travel Expenses	\$ _____
Other Expenses	\$ _____
Total Amount not to Exceed	\$ <u>1,705,000.00</u>
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: August 23, 2023

Provider: Maxim Healthcare Services Inc.

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.

Florence Ugokwe Assistant Controller

Name/Title of Authorized Representative	
<i>Florence Ugokwe</i>	08-Sep-23
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.

Florence Ugokwe Assistant Controller

Name/Title of Authorized Representative	
<i>Florence Ugokwe</i>	08-Sep-23
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:

FU

**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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/6/2022

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

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

PRODUCER Altus Partners, Inc. 201 King of Prussia Road STE100 Radnor PA 19087 License#: 57081 MAXIHEA-02	CONTACT NAME: PHONE (A/C, No, Ext): 610-526-9130 E-MAIL ADDRESS: coi@altuspartners.com FAX (A/C, No): 610-526-2021
	INSURER(S) AFFORDING COVERAGE
INSURED Maxim Healthcare Staffing Services Inc. 7227 Lee Deforest Drive Columbia MD 21046	INSURER A: Lloyds INSURER B: ACE American Insurance Company INSURER C: Indemnity Ins Co of N Am INSURER D: ACE Fire Underwriters Ins Co INSURER E: INSURER F:
	NAIC # 22667 43575


COVERAGES **CERTIFICATE NUMBER: 954930556** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$3,000,000 SIR <input checked="" type="checkbox"/> Sexual Abuse/Mol GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			B0600HC2200107	11/30/2022	11/30/2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$5M SIR - Products \$	
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			H10703219	11/30/2022	11/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			B0600HC2200107	11/30/2022	11/30/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$	
C B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	C70307248 (AOS) C70307285 (CA & MA) C70307169 (WI) C70307200 (OH & WA)	11/30/2022 11/30/2022 11/30/2022 11/30/2022	11/30/2023 11/30/2023 11/30/2023 11/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	Professional Liability			B0600HC2200107	11/30/2022	11/30/2023	Per claim/aggregate \$5,000,000 SIR \$5,000,000	

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

Certificate is issued as evidence of insurance per policy terms, conditions and exclusions.
Sexual abuse and molestation claims are covered under the general liability policy with no sub-limit, subject to the policy terms and conditions.

CERTIFICATE HOLDER For Information Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 01, 2023

Agenda Section: Section C: Special Education Agreement

Approval of Agreement #23-120 – Prodigy People Inc. (DeGenna/Jefferson)

Prodigy People Inc. will provide supplemental staffing to the Oxnard School District on an “as needed” basis. Prodigy People Inc. will be responsible for payment of each of their service provider’s wages and insurance, including worker’s compensation and general liability. Oxnard School district will provide orientation, support, facilities, and training for service providers.

Term of Agreement: November 2, 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 approve Agreement #23-120 with Prodigy People Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-120, Prodigy People Inc. \(15 Pages\)](#)
[Rate Schedule \(1 Page\)](#)



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").

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:

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- 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 protection afforded by the Provider’s Workers’ Compensation Insurance.

Absent proof of Workers’ Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers’ Compensation Insurance is not required.

- 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/Time Sheets to be submitted monthly, 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: _____



**Exhibit A
Rate Schedule Regular & OT Hours**

Job Title or Description	Shift	Location	Bill Rate*
Paraeducator	Days Approx. 30-40 hrs/wk	TBA	\$48.00/hr

Rate Schedule Public Holidays

Item	Bill Rate*
Public Holiday Pay	\$48.00/hr


* Subject to the terms in Section 6 of the General Staffing Agreement.

The Bill Rate covers all payroll costs the STAFFING FIRM is legally required to pay—such as wages, benefits, payroll taxes, social program contributions, worker’s compensation or any other charges linked to benefits.

CLIENT/OXNARD SCHOOL DISTRICT

STAFFING FIRM

Signature



Signature

Printed Name

Angelo Pitirri

Printed Name

Title

President

Title

Date

August 3rd 2023

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 01, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-136 – Professional Tutors of America Inc. (DeGenna/Jefferson)

Professional Tutors of America Inc. will provide a range of services for the Special Education Department during the 2023-2024 school year. Services may include:

- Behavior Intervention
- Counseling & Guidance
- Language Speech Development & Remediation
- Occupational Therapy
- Vocational Education & Career Development
- Comp. Education – Academic Tutoring
- Vision Services
- Academic Achievement Test

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$150,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-136 with Professional Tutors of America Inc.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-136, Professional Tutors of America 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").

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: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- 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 protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

- 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:

*PER ATTACHED RATE SHEET

WORK SCHEDULE:

*PER DISTRICT

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:

Submit invoices monthly to accountspayable@oxnardsd.org and cgaribay@oxnardsd.org,
Net 30 Terms

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: _____



Non Public Agency / Special Education and Related Services

Rate Sheet 2023-24

*Rates/per hour

(1) Academic Instruction - Sped. Credential/General Ed Cred.	\$90.
(2) Behavior Intervention	
Behavior Intervention Design Planning	\$135.
Behavior Intervention Implementation	\$135.
(3) Counseling & Guidance	
Educational Counseling	\$135.
Parent Counseling & Training	\$135.
Educationally Related Mental Health Services	\$135.
Educationally Related Intensive Counseling Services	\$135.
(4) Language Speech Development & Remediation	\$135.
Assessment/Evaluation, including IEP attendance	\$135.
(5) Occupational Therapy	\$135.
Assessment/Evaluation, including IEP attendance	\$135.
(6) Vocational Education & Career Development, Transition	\$100.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 01, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-138 – Every Special Child, LLC (DeGenna/Jefferson)

Every Special Child, LLC will provide temporary services to Oxnard School District students consistent with the student's Individualized Education Program (IEP), which may include direct and consultative services as needed for the positions listed. Additionally, Every Special Child, LLC may conduct assessments, write assessment reports, attend, and present IEP meetings, develop goals, and monitor progress on goals.

Service Providers:

- Paraprofessionals
- Speech Language Pathologist/Speech Language Pathologist Assistant
- Special Education Teacher/DHH Teacher/VI Teacher
- School Psychologist
- Occupational Therapist

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Total amount not to exceed \$1,200,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-138 with Every Special Child, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-138, Every Special Child, LLC \(15 Pages\)](#)
[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").

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:

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- 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 protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- 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:

Send invoices to accountspayable@oxnardsd.org and cgaribay@oxnardsd.org
Net 30 Terms

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: _____

ESC Rate Sheet School Year 2023-24

Every Special Child LLC, (ESC) manages the manpower solutions for the Special Education/Education Services Department of your school/district. Our motto is to provide the right person for the right job. Below is the list of candidates and rate sheet for the school year 2023-24.

Services	Pay Rate	Period
Special Education Teacher	\$85-90	Hourly
School Nurse/RN/BSN	\$85-90	Hourly
Licensed Vocation Nurse	\$70-80	Hourly
Speech/Language Pathologist Assistant	\$70-80	Hourly
Paraprofessional	\$50	Hourly
Speech/Language Pathologist	\$100-110	Hourly
School Psychologist	\$100-110	Hourly
Visually Impaired Teacher	\$85-95	Hourly
D/HH Teacher	\$85-95	Hourly
Occupational Therapists	\$90-100	Hourly
Social Workers	\$85-95	Hourly

The above-mentioned rates are all-inclusive, which means you do not pay any additional fees to the state, Federal Taxes, worker compensation, Social Security, etc. Any other payment is preapproved by the school/district authorities in writing.

If you wish to direct hire the candidates through us then a one-time finder's fee of \$25,000 should be paid to Every Special Child LLC, within 15 days of completing the onboarding process.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 01, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement/MOU #23-142 - Aspiranet (DeGenna/Jefferson)

This agreement between Aspiranet and Oxnard School District is to provide Special Education Home and School Based Mental Health Services on an as needed basis per IEP's during the 2023-2024 school year.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

\$1,500,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-142 with Aspiranet, in the amount of \$1,500,000.00.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-142, Aspiranet \(20 Pages\)](#)

**AGREEMENT/MEMORANDUM OF UNDERSTANDING #23-142 BETWEEN
ASPIRANET, LOCAL EDUCATIONAL AGENCY, AND VENTURA COUNTY OFFICE OF
EDUCATION / SPECIAL EDUCATION LOCAL PLAN AREA FOR CHILDREN'S
SPECIAL EDUCATION MENTAL HEALTH SERVICES**

This Memorandum of Understanding (MOU) is made and entered into this July 1, 2023 by and among the Local Educational Agency (LEA), the Ventura County Office of Education (VCOE) / Ventura County Special Education Local Plan Area (SELPA), and Aspiranet (CONTRACTOR).

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 Individuals with Disabilities Education Act (IDEA) and pursuant to Education Code sections 56195 *et seq.* and 56205.

Whereas, LEA may and does contract with CONTRACTOR for the provision of educationally related mental health services, specifically for Collaborative Educational Supports (COEDS), to students pursuant to individualized education programs.

Whereas, SELPA is part of the VCOE which is the responsible local agency to perform functions such as receipt and distribution of funds, provision of administrative support and coordination of implementation of the local plan, pursuant to Education Code section 56195.1(c)(2).

NOW, THEREFORE, it is agreed as follows:

1. ARRAY OF SERVICES

CONTRACTOR will provide Collaborative Educational Supports (COEDS) which is Educationally Related Social Emotional Services to LEA students as determined by their IEP team and who have needs that interfere with the student's ability to access their Free and Appropriate Education (FAPE). COEDS is not a "stand alone" service, and is intended to supplement Educationally Related Social Emotional Services (ERSSES). by addressing the target behavior(s) or symptom(s) that are jeopardizing the student's access to their FAPE in collaboration with school staff. These behaviors require one-to-one assistance and may put the student at risk of residential treatment services. COEDS is an intensive one to one, face to face, treatment intervention.

2. POPULATION/CACHEMENT AREA TO BE SERVED

COEDS 1, 2 & 3: Students who attend LEA members within the Ventura County SELPA including charter schools who are having difficulty accessing FAPE and who are authorized for services by the IEP team. Includes all school districts within Ventura County and Las Virgenes Unified School District.

3. CLIENT DESCRIPTION/CHARACTERISTICS

COEDS 1, 2 & 3: All Ventura County LEA students who receive SES services, under the age of 22, and have not yet obtained a regular high school diploma, who meet any of the following criteria:

- Student with academic challenges related to behavioral or attendance difficulties
- Student with academic difficulties due to issues/stressors at home.

- Student with poor peer interactions/relationships.
 - Student and their families at risk of SARB action.
 - Student at risk of residential placement.
- o **COEDS OPTION 1:** CONTRACTOR will provide a student and/or family identified as requiring services by their IEP team with intensive behavioral services to address student behavioral challenges impacting the student's ability to access their FAPE and from meeting their social/emotional IEP goals. COEDS Option 1 is staffed by a Program Manager who is either licensed with the Board of Behavioral Science (BBS) or holds a BCBA credential and one or more Behavioral Specialists with a bachelor's degree in a related field. Behavioral Specialists will be trained to provide COEDS Option 1 services, and will be known as the Youth Partner.
- o **COEDS OPTION 2:** CONTRACTOR will provide a student and/or family identified as requiring services by their IEP team with intensive Community Based services (home, school, etc.) to ameliorate the home and family challenges impacting the student's ability to access their FAPE and from meeting their social/emotional IEP goals.

CONTRACTOR will provide the student and family with several levels of support to help build on existing strengths and resources in addressing the challenges facing the family in the home environment (Social Work Services, and Parent to Parent Support). COEDS Option 2 provides a Family Case Manager who has a Master's Degree in Psychology, Counseling or related field and a Parent Partner, an individual trained to support the parent, including assistance in navigating "the system."

- o **COEDS OPTION 3:** COEDS Option 3 services are more intensive and may be longer term than Option 2 but provide similar Community Based services, addressing needs of both student and family that keep the student from accessing their FAPE and from meeting their social/emotional IEP goals. The team includes: 1.) a Family Case Manager who has a Master's Degree in Psychology, Counseling or related field 2.) a Parent Partner, and 3.) a Bachelor's level Youth Partner.

*After hours On-Call Support services for Option 2 & 3 students at \$150 per student as utilized.

4. LIMITATION OF SERVICE/PRIOR TO AUTHORIZATION

All services must be coordinated with ongoing SES offered in the school setting.

If this is not the case, services must be approved by LEA Special Education Director or designee as assigned. All services must be specified in the IEP.

- **Reauthorization of Services:**

Aspiranet COEDS may request an increase of services for any enrolled student who is in need of additional services and the school district may convene an IEP meeting to consider. If increase agreed to, School District Administrator will then submit the updated IEP with changes to Aspiranet COEDS.

5. COEDS SERVICE OPTIONS

COEDS OPTION 1

1. PROGRAM GOALS:

- To provide the student and/or family with skills to effectively manage the behavior/s or symptom/s that are barriers to the student accessing their FAPE; and to implement and support the interventions, reinforcement and teaching of positive replacement behaviors specified in the Behavior Intervention Plan (BIP)/Comprehensive Behavior Intervention Plan (CBIP) in the home and community.

2. INTERVENTION STRATEGIES:

- Teach/support student in using coping strategies to reduce impulsive behaviors.
- Teach/support student in using appropriate responses to stressful situations.
- Assist in the implementation of the BIP/CBIP at home (helping parent implement interventions, contingencies and reinforcement).
- Support regular school attendance.
- Teach and support student in use of pro-social skills and community competencies.
- Provide parents/caregivers skills and strategies to utilize when services are discontinued.

3. TREATMENT SERVICES:

- Mode of service: Community Based Services.
- Contracted units of service by type:

Service Year	Service Type	Est. No of students served per Youth Partner	Avg. Range of Service	Units of Service
FY 2023-2024 (July 1 -June 30)	COEDS 1	4-5 With flexibility	80-240 hours total 5-15 hours per week	Behavior Interventions and Implementation

- Location: Community based as determined by the needs of the family and student. Examples: family home, school or community setting.
- Hours of Operation: To be determined by the needs of the family and student and may include nights to meet minimum minutes specified in the IEP.
- Three important components of delivering COEDS Option 1 services include:
 - Making contacts with family members, caregivers, mental health providers, school officials/teachers, and other significant people in the life of the students; and
 - Implementing behavior implementation strategies in collaboration with COEDS clinician and school staff to support the IEP goals, BIP/CBIP to address the problem

behaviors.

- Conducting 30-day reviews with the student, family, Special Education Case Manager, Intensive School Based Therapist and COEDS Representative.

Staff Assigned	Service Provided	Avg. LOS
Youth Partner Clinical Supervisor Lead Youth Partner (Supervisor) COEDS Program Manager	<p>Youth Partner will begin individual meetings with student up to 4-5 times per week as determined by the IEP team from 1-2 hours per visit. Frequency of visits will be assessed at monthly reviews by student, family, COEDS team, Special Education Case Manager and Intensive School Based Therapist.</p> <ul style="list-style-type: none"> • Youth Partner will provide behavioral interventions to support the BIP/CBIP. <p>Monthly reviews of progress will be conducted in collaboration with COEDS staff members, the student's family/guardian, student's Intensive School Based Therapist, Special Education Case Manager and any other school representative as needed.</p> <ul style="list-style-type: none"> • At end of hours specified on IEP, if COEDS staff believe the student requires more time they will consult with Special Education Case Manager to determine if a new IEP meeting is needed. • Upon completion of specified hours of service, family will be asked to complete satisfaction survey and COEDS Youth Partner will submit discharge summary to COEDS Program Manager. • Aspiranet to distribute the service summary discharge report to District Representative and SELPA Associate Superintendent. 	120 days *longer with approval of extension

Data Entry, Orientation and Discharges: The CONTRACTOR will be responsible for entering into a tracking system, within 72 hours of occurrence, Student Information, Orientation and Discharge documentation as well as documentation of services provided.

Procedure for COEDS 1 Referral and Authorization

1. Intensive School Based Therapist and School District Staff complete COEDS Student Profile and forward to Aspiranet with Referral Consent form, a copy of the student's most recent IEP with Social/Emotional IEP goals, the student's Psychoeducational report including SES assessment, three months of IEP progress reports, student's BIP, and if applicable, a copy of the Intensive School Based Therapist's Individual Services Support Plan (ISSP).
2. Aspiranet COEDS to review forms and consult with Intensive School Based Therapist and/or School District Representative as needed.
3. Aspiranet COEDS representative will attend IEP meeting.
4. If agreed by team, IEP to specify number of hours of each COEDS service. COEDS is included in the Offer of FAPE.
5. Initial COEDS meeting scheduled with the family at IEP meeting.
6. School District Administrator completes COEDS Authorization form and submits to Aspiranet COEDS with cc/ to LEA.
7. COEDS will assign the case to COEDS Options 1 staff within 1 week of IEP meeting. Aspiranet COEDS will offer an orientation meeting to the family on the start date specified on the IEP and will create the Implementation plan with the COEDS Program Manager. Aspiranet COEDS shall notify the referring Special Education Case Manager or School District Administrator if unable to make contact with family.
8. Aspiranet COEDS will complete a COEDS Monthly Review form for each of the students. The Intensive School Based Therapist, Special Education Case Manager, COEDS Clinician, the student, their family/guardian and the Behavioral Specialist will meet monthly to review student's progress with IEP goals. The review form is to be maintained in the student's Aspiranet chart and a copy is given to the Special Education Case Manager to be kept in student's file.
9. Aspiranet COEDS will provide a monthly service log to District Administrator.
10. Services may not be less than the amount specified on the IEP.
11. Aspiranet COEDS shall collect outcome measures through which recipients of COEDS services shall have the opportunity to express and have considered their views, needs and grievances regarding the delivery of services (Satisfaction Survey and three month IEP progress reports). These procedures shall be completed during the initial orientation and at final meeting with the family.
12. Upon completion of specified hours of service, a service summary discharge form will be completed and submitted to the COEDS Program Manager.

13. Aspiranet COEDS to submit copy of discharge summary to LEA Special Education Director and/or designee as assigned.
14. Aspiranet COEDS will submit Service Logs, documenting hours of each service, to School District Special Education Director and SELPA Associate Superintendent monthly.

COEDS OPTION 2 & 3

1. PROGRAM GOALS:

To provide the family and student with the education and skills to ameliorate the challenges facing the student in accessing their FAPE

COEDS services cannot be provided solely:

- For the convenience of the family or other caregivers, physician, or teacher;
- To provide supervision or to assure compliance with terms and conditions of probation;
- To ensure the student's physical safety or the safety of others, (e.g., suicide watch); or
- To address conditions that are not part of the student's mental health condition or do not support the student's access to FAPE

COEDS services are not for:

- Students who can sustain non-impulsive self-directed behavior, handle themselves appropriately in social situations with peers, and are able to appropriately handle transitions during the day;
- Students who are not likely to be able to sustain non-impulsive self-directed behavior and engage in appropriate community activities without full-time supervision.

2. INTERVENTION STRATEGIES:

- Assist family in finding strategies and supports for a more stable parent-child relationship and home life.
- Teach student and family conflict resolution skills.
- Model and support parent/child communication skills.
- Assist families in supporting regular school attendance.
- Teach student skills to use in the school environment that support more successful academic and social experiences.
- Assist families in identifying and accessing community resources which can help them in supporting their child.
- Provide parents/caregivers skills and strategies to utilize when services are discontinued, and provide a two month follow up period to provide support as needed.

3. TREATMENT SERVICES:

- Mode of Service: Community Based Services.
- Contracted units of service by type.

Service Year FY 2023-2024 (7/1/23 – 6/30/24)	Service Type	Est. No. of Students Served Per Team*	Avg. Range of Service	Units of Service
	COEDS Option 2	8	6-8 Months	Parent Support Social Work Services
	COEDS Option 3	8	8-12 Months	Parent Support Social Work Services Behavioral Interventions

*Unit of service calculated by cost of team/student

- Location: Community based as determined by the needs of the family and child. Examples: family home, school or community setting.
- Hours of Operation: To be determined by the needs of the family and child and may include nights at minimum of minutes specified in the IEP.
- Three important components of delivering COEDS 2 and 3 services include:
 - Developing a Family Support plan in collaboration with the Student and student's parents/guardian. The plan clarifies needs not being met that keep the student from meeting social/emotional IEP goals and identifying interventions and supports that will be used to address the social/emotional IEP goals.
 - 24/7 On-call Support Services to be specified on the student's IEP if needed, or to be added after consultation between COEDS Program Manager and LEA Administrator.
 - Making contacts with family members, caregivers, mental health providers, school officials/teachers, and other significant people in the life of the student.

Option	Staff Assigned	Service Provided	Avg. Duration
Option 2	Parent Partner Family Case Manager Lead Parent Partner Lead Family Case Manager Clinical Supervisor Program Manager	<ul style="list-style-type: none"> • Development of Family Strengths Assessment • Development of Safety and Crisis Plan and resources • Development of Comprehensive Individualized Family Support Plan • Follow through with all team members on implementation of social/emotional IEP goals • Hold weekly Family Support Team Meetings (to include Intensive School Based Therapist and Special Education Case Manager at school setting at least once a month) • Provide support for family with accessing community based supports and resources • Provide support for family with coordination of service providers • Foster the inclusion of informal supports • Develop parenting skills • Provide parenting education • Assist parents in understanding and coping with the special needs of their child and providing parents with information about child development • Connect student with educational, behavioral, and vocational community supports and resources • Upon completion of specified hours of service, Aspiranet to distribute a service summary discharge report to District Representative and SELPA 	6-8 months *based upon IEP team decision

Option	Staff Assigned	Service Provided	Avg. Duration
Option 3	Parent Partner Family Case Manager Youth Partner* *(to provide implementation of behavioral interventions) Lead Youth Partner Lead Parent Partner Lead Family Case Manager Clinical Supervisor Program Manager	<ul style="list-style-type: none"> • Develop Family Strengths Assessment • Develop Safety and Crisis Plan and resources • Develop Comprehensive Individualized Family Support Plan • Follow through with all team members on social/emotional IEP goals • Hold weekly Family Support Team Meetings (to include Intensive School Based Therapist and Special Education Case Manager at school setting at least once a month) • Foster the inclusion of informal supports • Develop parenting skills • Provide behavioral interventions in the home/community to be supplemental to those provided in school and as agreed upon by Special Education Case Manager, Intensive School Based Therapist, student and family and COEDS team monthly at scheduled School FST • Provide parenting education • Assist parents in understanding the special needs of their child and providing parents with information about child development • Support student with educational, behavioral, and vocational community supports and resources • Assist family in accessing community-based supports and resources • Upon completion of specified hours of service, Aspiranet to distribute a service summary discharge report to District Representative and SELPA. 	8-12 months *based upon IEP team decision

Procedures for COEDS Option 2 & 3 Referral and Authorization

1. Intensive School Based Therapist and School District Representative complete COEDS Student Profile and forward to Aspiranet COEDS with Referral Consent form. School staff to forward required documents: most recent IEP with social/emotional goals, most recent IEP progress reports, Individual Services Support Plan (ISSP), most recent psycho- educational assessment report including ERSES Assessment, and COEDS Authorization form.
2. Aspiranet COEDS to review forms and consult with Intensive School Based Therapist and/or School District Representative as needed.
3. Aspiranet COEDS representative will attend IEP meeting .
4. School District will record specified number of hours per service on IEP (for Social Work Services and Behavioral Interventions. Parent support will be noted on the IEP.
5. COEDS will assign the case to COEDS Options 3 staff within 1 week of IEP meeting. Aspiranet COEDS will offer an orientation meeting to the family on the start date specified on the IEP. Aspiranet COEDS shall notify the referring Special Education Case Manager or School District Administrator if unable to make contact with family.
6. Aspiranet COEDS shall develop a safety/crisis plan within 30 days of enrollment and revise as necessary.
7. Aspiranet COEDS shall develop, in collaboration with the student, family, Special Education Case Manager and Intensive School based Therapist, a strength-based family support plan within 60 days of orientation. The Family Support Plan shall review identified IEP goals and needs that are identified as preventing student from accessing his/her Special Education Services.
8. Aspiranet COEDS shall provide linkages to appropriate community-based resources specific to student/family/school needs as related to areas of need.
9. Aspiranet COEDS shall provide a copy of the minutes from the Family Support Team Meetings to Special Education Case Manager to be placed in the student's file.
10. Aspiranet COEDS to provide the number of hours of Social Work Services and Behavioral Intervention Services as specified on the IEP.
11. If Aspiranet COEDS feels additional hours are needed, will communicate with Special Education staff about convening an IEP meeting to discuss the need. IEP will be revised if agreed upon by team.

12. Parent supports will be provided weekly.
13. IEP will convene every 6 months to review COEDS services.
14. Aspiranet COEDS representative to attend all IEP meetings.
15. Aspiranet COEDS shall establish and implement procedures to ensure the reporting of child abuse and neglect and elder or dependent adult abuse and neglect by all employees, volunteers, consultants, subcontractors, or agents who gain knowledge of, or reasonably suspect that a child, elder or dependent adult has been a victim of abuse and neglect. Such compliance is required even when such persons are not otherwise required by Section 11166(a) of the Penal Code or Section 15630 of the Welfare and Institutions code, to report such abuse or neglect.
16. Aspiranet COEDS shall collect outcome measures through which recipients of COEDS services shall have the opportunity to express and have considered their views, needs and grievances regarding the delivery of services (Matrix Scale, three month IEP progress reports and Satisfaction Survey). These procedures shall be completed during the initial orientation and at final meeting with the families.
17. When IEP team agrees services are no longer needed, a service summary discharge form is to be completed and submitted to the LEA Special Education Director and/or designee as assigned and the Associate Superintendent.
18. Service Logs, documenting hours of each service, will be forwarded to special education Case Manager and School District Administrator.

6. FUNDING OF SERVICES

- a) **LEA** agree to reimburse **CONTRACTOR** for the provision of all **COEDS** services which it provides pursuant to a student's individualized education program.
- b) Payment and Expenses. All payments due to **CONTRACTOR** are set forth in the "Schedule of Fees" attached hereto and incorporated herein by this reference. The rates set forth in "Schedule of Fees" are not set by law, but are negotiable between **VCOE/SELPA** and **LEA**.
- c) **EPSDT FUNDING**
- d) If the student is Medi-Cal eligible, Aspiranet **COEDS** will bill Medi-Cal units to offset the costs for **LEA** up to maximum **EPSDT** funded amount. Example of Medi-Cal services possibly billed include: Case Management, Collateral and Rehabilitation services.
- e) If the student is Medi-Cal eligible, the initial entry and admission into the system will be done by Aspiranet **COEDS** using the **SMARTCARE** system. If initial admission was done already by another agency, an update to the existing data will be done by Aspiranet **COEDS**.
- f) If Medi-Cal eligible, the discharge will also be entered into the Electronic Medi-Cal records by Aspiranet **COEDS** using the **SMARTCARE** system.
- g) Aspiranet **COEDS** shall negotiate and execute a contract with the County's Behavioral Health Department (**BHD**) for payment of Medi-Cal and **EPSDT** eligible services such as mental health services, case management, etc. that may be needed for certain **COEDS** students.
- h) Aspiranet **COEDS** shall comply with the State Department of Mental Health to maintain Medi-Cal certification/eligibility and be able to provide the full range of services.
- i) Any service provided by Aspiranet **COEDS** will be entered into the **SMARTCARE** system within 72 hours of service provision.

7. SCHEDULE OF FEES

COEDS I: Children/youth in Option 1 services will be invoiced at a rate of \$545.49 per week, reflecting the cost of ten hours per week for an assigned Youth Partner and a proportional cost of clinical supervision across all Option 1 clients.

COEDS 2 and 3: The cost of services described below per student in each Option.

Staff Type	Unit type	Cost per unit type
Option 2 Team: - 1 Family Case Manager o 1 Parent Partner	COEDS Team (serving up to 8 students) Per student cost	\$746.46/week per student
Option 3 Team: o 1 Family Case Manager - 1 Parent Partner - 2 Youth Partners	COEDS Team (serving up to 8 students) Per student cost	\$957.00/week per student
24/7 On-Call Support Services *as needed		\$150.00 per on-call support event

8. BILLING & PAYMENT PLAN

- o Aspiranet COEDS will bill LEA monthly for services rendered the previous month less revenue offset through Medi-Cal.
- o Aspiranet COEDS will bill LEA for each COEDS team/per student for a full month of services, regardless of length of month.
- o Additional teams will be hired with SELPA and LEA's input and billed for the full cost of the team/student prorated to when team/student started in any particular month.
- o Aspiranet COEDS will bill by the number of teams/students approved by LEA.
- o LEA and Aspiranet will work together to anticipate staffing needs.
- o If Option levels change during services with a student, the Option that was in place the longest during any given week (Sunday-Saturday) will be used to determine rate.
- o Each LEA will pay the CONTRACTOR within 30 days of the invoice date, which will be issued by the 15th day of the next month after services is provided at the address associated on the invoice.
- o The LEA invoices will include a detailed list of each client, tier of service and rate. The invoice will include an aggregate offset in the amount of the monthly Medi-Cal services provided for the clients in the school district as stipulated in Section 6. FUNDING OF SERVICES

9. NON ENGAGEMENT

Aspiranet COEDS staff will inform school districts of clients/families that are not engaged in services through submission of Service Logs, during monthly SFST meetings, and monthly Regional meetings. During this time, all assigned staff members and/or identified COEDS staff member will continue to reach out to the clients/families to offer services, attend IEP meetings, and collaborate with the school team and school district. After 30-days of consistent non-engagement (i.e., not agreeing to meetings, not returning communication) that is not due to illness, vacation, or hospitalization, the school district will decide if they wish to: 1) continue to have all assigned staff members continue to attempt to engage client/caregivers in service weekly and document their attempts (continue weekly rate identified based on Option), 2) continue to have one staff member attempt to engage client/caregiver in service weekly, document attempts and remove any remaining assigned staff from case (\$150 a week cost), or 3) remove client from COEDS service and reassign all staff assigned to case (no longer bill for client). If the client had previously been removed from services and requests to re-engage in services, staff will be assigned to the client with attempt to reassign team members if they are available and the client/family prefers.

10. REPORTING REQUIREMENTS

Aspiranet COEDS shall submit monthly cumulative performance reports to the LEA Contract Monitor to be presented to the ERSES Regional Meetings and Oversight Committee.

11. MEETINGS/COMMUNICATIONS

- o The Primary Contact is the LEA Special Education Director or designee and the Director of Personnel Development Ventura County SELPA. The Director shall meet twice monthly with VCBH Designated Contract Monitor and Aspiranet COEDS representatives for the contract term. The purpose of these meetings shall be collaborative case management and problem-solving on behalf of the LEAs.
- o Monthly Regional meetings will be held at the discretion of the SELPA and LEAs.

12. DESIGNATED CONTRACT MONITOR

SELPA Associate Superintendent will meet as needed with Aspiranet Management to oversee implementation of the contract, discuss contract issues, evaluate contract usage and effectiveness, discuss possible expansion of COEDS program, and make recommendations for contract modifications as needed and agreed upon by both the Contract Monitor and the Aspiranet COEDS.

13. PRIVACY

CONTRACTOR, VCOE/SELPA, and LEA acknowledge the protections afforded to student health information under regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Pub. L. No. 14-109, the California Confidentiality of Medical Information Act, students records under the Family Educational Rights and Privacy Act (FERPA), 20 USC Section 1232g; and under provisions of state law relating to privacy. CONTRACTOR, VCOE/SELPA, and LEA shall ensure that all activities undertaken under this MOU will conform to the requirements of these laws.

14. STUDENT DATA PRIVACY

CONTRACTOR, VCOE/SELPA and LEA 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 VCOE/SELPA pursuant to compliance with all applicable statutes, including the FERPA, 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) found at California Business and Professions Code section 22584, AB 1584, found at the California Education Code Section 49073.1 and other applicable California State laws which may be amended from time to time.

15. INDEMNIFICATION

To the fullest extent permitted by California law, CONTRACTOR agrees to defend, indemnify, and hold harmless VCOE/SELPA, and LEA its governing board, officers, administrators, managers, agents, employees, independent CONTRACTORS, subcontractors, consultants, and/ or volunteers from and against any and all, claims, demands, costs, 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 CONTRACTOR or those of any of its officers, agents, employees, participants, vendors, customers, or subcontractors of the CONTRACTOR, whether such act or omission is authorized by this MOU or not. CONTRACTOR also agrees to pay for any and all damages to real and personal property of the VCOE/SELPA and LEA, or loss or theft of such property, or damage to the property done or caused by such persons. VCOE/SELPA and LEA assumes no responsibility whatsoever for any property placed on VCOE/SELPA and LEA premises by CONTRACTOR, CONTRACTOR agents, employees, participants, vendors, customers, or subcontractors. CONTRACTOR further hereby waives any and all rights of subrogation that it may have against the VCOE/SELPA and LEA. The provisions of the indemnification do not apply to any damage or losses caused solely by the intentional misconduct of the VCOE/SELPA and LEA or any of its governing board, officers, administrators, managers, agents, employees and/or volunteers. This indemnification provision shall survive the term of this MOU and is in addition to any other rights or remedies that CONTRACTOR, VCOE/SELPA or LEA may have under law and/or the MOU.

16. REQUIRED INSURANCE

- a. General Liability Insurance: CONTRACTOR represents to VCOE/SELPA and LEA that CONTRACTOR is legally self-insured for its general liability, property damage, and abuse and molestation risk for one million dollars (\$2,000,000.00) per occurrence and two million dollars (\$4,000,000.00) aggregate. CONTRACTOR'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 CONTRACTOR or its Providers or any person acting for the CONTRACTOR or under the CONTRACTOR'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 Agreement.
- b. Workers Compensation Insurance: CONTRACTOR is permissively self-insured for workers' compensation for its employees.
- c. Errors and Omissions Insurance: CONTRACTOR shall procure and maintain, during the term of this Agreement, professional liability/errors and omissions insurance covering its Providers in the following amounts:
Mental Health Services: \$1,000,000.00 each occurrence/ \$2,000,000.00 aggregate
- d. Automobile Insurance: CONTRACTOR shall procure and maintain, during the term of this

Agreement, 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: CONTRACTOR shall procure and maintain, during the term of this Agreement, 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 CONTRACTOR in this Agreement 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. CONTRACTOR will provide to VCOE annually a certificate of general liability insurance and professional liability insurance for its Providers. Certificates of such insurance shall be filed with VCOE on or before commencement of Services under this Agreement.
- g. VCOE Named as Additional Insured. CONTRACTOR'S and any and all of its Provider's commercial general liability insurance shall name VCOE, 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 CONTRACTOR and its Providers 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 Agency and Provider for all claims made.
- i. Failure to Procure Insurance. Failure on the part of CONTRACTOR or its Providers to procure or maintain required insurance shall constitute a material breach of contract under which VCOE may immediately terminate this Agreement.

17. LEGAL FEES

In the event CONTRACTOR and/or its Agency is named as a party to a due process hearing, LEA will pay for the legal fees incurred by CONTRACTOR and/or its Agency.

18. NON-EXCLUSIVITY

During this term of this MOU, VCOE/SELPA and LEA may, independent of its relationship with CONTRACTOR, and without breaching this MOU or any duty owed by CONTRACTOR, contract with other individuals and entities to obtain the same or similar services as CONTRACTOR and its Providers are rendering for VCOE/SELPA and LEA's.

19. INTEGRATION

This MOU represents the entire understanding of VCOE/SELPA, LEA and CONTRACTOR 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. This MOU may not be modified or altered except in writing signed by all parties hereto.

20. 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.

21. FORCE MAJEURE

In the event that the delay or failure of a Party to comply with any obligation created by this MOU results from force majeure, all obligations of both Parties under this MOU shall be suspended for so long as the force majeure condition continues. If the delay or failure caused by such force majeure condition shall continue for more than thirty (30) days, either Party shall have the right to terminate this MOU by giving notice to the other Party of its election to terminate, without thereby incurring any obligation to compensate the other Party. For the purposes of this MOU, the term "force majeure" shall mean any event beyond the control of either of the Parties, including, without limitation, fire, flood, geological disaster, riots, strikes, epidemics, war (declared or undeclared, and including the continuation, expansion, or new outbreak, of any war or conflict in effect as of the date of execution of this MOU), embargoes, and governmental actions or decrees, whether or not made as a result of war.

22. THIRD PARTY RIGHTS

Nothing in this MOU shall be construed to give any rights or benefits to anyone other than VCOE/SELPA, LEA and CONTRACTOR.

23. SEVERABILITY

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

24. TERM

This MOU shall be in effect from July 1, 2023, through June 30, 2024. This MOU shall terminate as of the close of business on June 30, 2024. However, this MOU may be extended by mutual written agreement of the parties for one additional year, with all other terms of the MOU remaining the same.

25. DISPUTE RESOLUTION

CONTRACTOR, VCOE/SELPA and LEA agree that the following process will be used to address disputes on the implementation of the MOU only after collaborative efforts have been attempted at the lowest possible level.

By July 1, 2023, and for any extension of this MOU beyond June 30, 2024, CONTRACTOR, VCOE/SELPA and LEA 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 CONTRACTOR, VCOE/SELPA and LEA 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 agency initiating the dispute to the non-initiating party and the mediator.

- b) If the issue is not resolved within 5 business days, the agency initiating the dispute shall request that the mediator be contacted to schedule a mediation-between the agencies.
- c) No later than thirty (30) calendar days after mediation a resolution plan between the two agencies will be developed.
- d) The responsible CONTRACTOR, VCOE/SELPA 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 CONTRACTOR, VCOE/SELPA and LEA.

26. IMPLEMENTATION RESPONSIBILITY

The signatories of this MOU or their designee shall be responsible for assuring the agreements included in this MOU are implemented.

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.

Neither party shall be liable for any excess costs if the failure to perform the MOU arises from any of the contingencies listed above.

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

**VENTURA COUNTY OFFICE OF
EDUCATION /SPECIAL EDUCATION
LOCAL PLAN AREA**

ASPIRANET

BY

BY

(authorized signature)

(authorized signature)

(print name and title)

(print name and title)

Date

Date

LEA OXNARD ELEMENTARY

BY

(authorized signature)

(print name and title)

Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 01, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #23-169 – Alternative Behavior Strategies, LLC (DeGenna/Jefferson)

Alternative Behavior Strategies, LLC 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 by their school for services.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

Not to exceed \$300,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Interim Superintendent, that the Board of Trustees ratify Agreement #23-169 with Alternative Behavior Strategies, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #23-169, Alternative Behavior Strategies \(15 Pages\)](#)
[Proposal/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").

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: [REDACTED]

Personal vehicles: \$ 500,000.00 combined single limit or
\$100,000.00 per person / \$300,000.00 per accident

- 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 protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

- d. Errors and Omissions Insurance. Provider shall procure and maintain, during the term of this Agreement, Professional Liability/Errors and Omissions Insurance in an amount of the following: [REDACTED]

Accountants, attorneys, education consultants, nurses, therapists \$1,000,000.00

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

	<u>Each Occurrence</u>	<u>Aggregate</u>
<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 cgaribay@oxnardsd.org and accountspayable@oxnardsd.org, Net 30 terms

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: _____

2023 Rate Sheet

○ Rates:

- \$112/hr FBA (Functional Behavior Assessment)
- \$82/hr BII (Direct Care)
- \$112/hr BID (Direct Supervision)
- \$155/hr (Psychological/Diagnostic Assessment)
- \$65/hr Last-minute cancellations/no-show
- \$102/hr Bus BII
- \$132/hr Bus BID

○ Service Descriptions:

- FBA, Functional Behavior Assessment: Behavior Identification Assessment administered by a behavior analyst or behavior analyst in training. A hypothesized function for each behavior of concern is determined, and associated goals are developed. A recommendation for the intensity and duration of behavioral intervention is also included. This service involves face to face time with the patient and/or guardian(s)/caregiver(s) administering assessments and discussing findings and recommendations, and non-face to face time analyzing past data, scoring/interpreting the assessment, and preparing the report/treatment plan.
- BII, Behavior Intervention Implementation (Direct Care): Adaptive behavior treatment implemented by a technician under the direct supervision of a Board Certified Behavior Analyst. It involves the implementation of programming targets and goals outlined by the patient's strengths and deficits as evident through assessments conducted previously. Direct care focuses on reduction of maladaptive behaviors, improving communication and social skills, increasing self-care skills, and improving adaptive behavior skills.
- BID, Behavior Intervention Development (Direct Supervision): Adaptive behavior treatment with protocol modification where the BCBA resolves one or more problems with the protocol. This includes evaluating patient progress, progressing programming goals, modeling program and behavior support plan modifications for technicians, administering assessments to the patient, and probing skills. Direct supervision also includes determining the function of maladaptive behaviors and determining an appropriate behavior support plan to aid in reduction of these behaviors while providing the patient with replacement behaviors.
- Psychological/Diagnostic Assessment: Testing administered by a clinical psychologist or psychologist in training. This process includes confirming and ruling out potential specific mental health diagnoses. The standardized assessments to be used are selected by the clinician based upon the patient's presenting problem. This service involves face to face time with the patient and/or guardian(s)/caregiver(s) administering assessments and discussing findings and recommendations, and non-face to face time scoring/interpreting the assessment and preparing the report and clinical recommendations.
- Last minute cancellations/no show: \$65/hr
- Bus BII: \$102/hr
- Bus BID: \$132/hr

Sincerely,

Alice Paley
Senior Manager, Payor Contracts & Relationships

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: November 01, 2023

Agenda Section: Section C: Personnel Agreement

Ratification of Agreement #23-172 with the Commission on Teacher Credentialing (CTC) for the Teacher Residency Capacity Grant Project for the Period of March 1, 2022 – June 30, 2026 (Torres)

The Oxnard School District (District) has been awarded a Teacher Residency Capacity Grant to support a collaborative partnership between the District and one or more Commission-approved teacher preparation programs offered by a regionally accredited institution of higher education (IHE) to develop the partnership's capacity to design and implement a teacher residency program (project).

FISCAL IMPACT:

The district will receive a total grant award in the amount of \$249,000 to be utilized during the project performance period of March 1, 2022, through June 30, 2026, as detailed.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees accept and ratify Agreement #23-172 Teacher Residency Capacity Grant from the Commission on Teacher Credentialing (CTC), as presented.

ADDITIONAL MATERIALS:

Attached: [CTC_grant award agreement \(17 pages\)](#)



Commission on Teacher Credentialing

1900 Capitol Avenue Sacramento, CA 95811 www.ctc.ca.gov

April 1, 2022

Dr. Marlene Batista, Associate Director, Certificated Human Resources
Oxnard Elementary School District
1051 South A Street
Oxnard, CA 93030-7442

Notification of Intent to Fund

2021 Teacher Residency Capacity Grant Number: 2021TRC42

Grant Award Amount: \$249,700

Dear Dr. Marlene Batista:

The Commission on Teacher Credentialing (Commission) is pleased to notify you that your application for a one-time grant award pursuant to the *Teacher Residency Capacity Grant Request for Applications* has been approved for funding. You will be expected to implement this grant in accordance with the narrative, related activities, and timeframe described in your grant application.

Funds allocated for this grant must be expended by June 30, 2026. The grant funds are intended to cover expenses incurred for this program as described in your grant application and are non-renewable. Please note that this funding cannot be carried over for use beyond the 2026 school year. The grant funds must be administered in accordance with all provisions of state and local laws, regulations, and policies relating to the administration, use and accounting for public school funds, including, but not limited to, the Education Code of the State of California. The grant funds must be expended in accordance with the proposed budget provided in your grant application. You will be responsible for accounting for both the grant funds expenditures and the matching funds expenditures as indicated in the submitted budgets.

Please note that the partner institution of higher education (IHE) with which you are working for the Teacher Residency Capacity Grant Program must have a Commission-approved teacher preparation program in the credential area(s) to be addressed within the grant program in order to implement a residency program.

If you accept this grant award and agree to abide by the grant award terms and conditions as indicated in the Grant Agreement, please sign the first page of the Grant Agreement form using the DocuSign link that was sent to you. In addition, please also complete and submit via DocuSign the attached STD 204 form. Please note that the Commission cannot release funds to your LEA

without having the appropriate STD 204 form on file. If you have any questions, please email TeacherResGrants@ctc.ca.gov.

Funds to grantees will be distributed in two total payments. The first payment will be ninety percent (90%) of the total grant award amount, and the second payment will be ten percent (10%) of the total grant award amount. The second payment will be provided to grantees after the program has completed its activities and submitted its report of outcomes. Grantees do not need wait to receive actual funds in order to begin the planned Teacher Residency Capacity grant activities as state fiscal processes may take some time in order to process the payment to the LEA.

The report of outcomes of and lessons learned in implementing your Teacher Residency Capacity Grant will be due to the Commission as soon as you have completed all activities relating to this grant, or by **June 30, 2026**, whichever comes first. Further information on the outcomes reporting process will be provided at a later date.

We look forward to working with you on this important effort to promote a strong and effective LEA/IHE partnership to develop the capacity to implement a Teacher Residency Program to provide high quality opportunities for candidates to earn a California teaching credential. Your efforts will help provide additional qualified teachers for California public schools to address the teacher shortage.


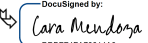
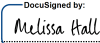
Yours truly,



Mary Vixie Sandy
Executive Director

Grant Number: 2021TRC42

**GRANT AGREEMENT
COMMISSION ON TEACHER CREDENTIALING**

GRANTEE LEA NAME & GRANT NUMBER		Oxnard Elementary School District 2021TRC42		
PROJECT TITLE		Teacher Residency Capacity Grant		
PERFORMANCE PERIOD		March 1 st , 2022	through	June 30 th , 2026
Under the terms and conditions of this Agreement, the Grantee agrees to complete the Project as described in the project description, and the State of California, through the Commission on Teacher Credentialing agrees to fund the Project up to the Grant Amount.				
PROJECT DESCRIPTION				
<p>Oxnard Elementary School District is to support a collaborative partnership with one or more Commission-approved teacher preparation programs offered by a regionally accredited institution of higher education (IHE) to develop the partnership's capacity to design and implement a teacher residency program. Offering a teacher residency program requires careful collaborative planning and supportive infrastructure within and between the LEA and the IHE to assure that the LEA sites that will host teacher residents are fully ready to implement this type of teacher preparation approach, that the LEA administration and staff are prepared and ready to work collaboratively with and mentor teacher residents, and that the IHE is prepared to facilitate the professional preparation of residents within a cohort model in the local LEA or consortium.</p> <p>Project is to be carried out in conformance with the Task List and Timeline attached as Exhibit A and the Budget attached as Exhibit B, (hereinafter both exhibits will be referred to as the "Work Plan") and all Agreement provisions as stated herein.</p>				
TOTAL GRANT AMOUNT NOT TO EXCEED		\$249,700.00		
The General and Special Provisions attached are made a part of and incorporated into the Agreement.				
Oxnard Elementary School District		Commission on Teacher Credentialing		
1051 South A Street Oxnard, CA 93030		1900 Capitol Ave, Sacramento, CA 95811		
BY (AUTHORIZED SIGNATURE):		BY (AUTHORIZED SIGNATURE):		
 <small>DocuSigned by:</small> Dr. Natalia Torres		 <small>DocuSigned by:</small> Cara Mendoza		
PRINTED NAME AND TITLE OF PROJECT REPRESENTATIVE: Dr. Natalia Torres, Asst Superintendent of HR		PRINTED NAME AND TITLE OF PERSON SIGNING: Cara Mendoza, Ed.D., Administrator		
DATE SIGNED: Oct 13, 2023		DATE SIGNED: Oct 16, 2023		
CERTIFICATION OF FUNDING (FOR STATE USE ONLY)				
GRANT NUMBER 2021TRC42		FUND – 0001 General Fund – Proposition 98 ENY - 2020		
TOTAL GRANT AMOUNT \$249,700.00	ITEM 6360-603-0001	CHAPTER 44/21	STATUTE 2021	FISCAL YEAR 21-22
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance				
SIGNATURE OF ACCOUNTING OFFICER		DATE		
 <small>DocuSigned by:</small> Melissa Hall		Oct 16, 2023		

Grant Number: 2021TRC42

**GRANT AGREEMENT
COMMISSION ON TEACHER CREDENTIALING**

TERMS AND CONDITIONS OF GRANT

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of reports as specified in this Agreement. The Grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

General Provisions

A. Definitions

1. The term "Agreement" as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of Work Plan within the Project Performance Period by the Grantee.
2. The term "Encumbrance" as used herein means a planned expenditure of grant funds.
3. The term "Grant Amount" as used herein means funds allocated to the Grantee in accordance with [Education Code 44415.5](#).
4. The term "Grantee" as used herein means the party described as the Grantee on page one (1) of this Agreement.
5. The term "Institutions of higher education" means the California State University, the University of California, and private regionally accredited institutions of higher education institutions that offer a commission-approved teacher preparation program
6. The term "Program" means the California Teacher Residency Capacity Grant Program.
7. The term "Project" as used herein means the project described on page one (1) of this Agreement.
8. The term "Project Performance Period" as used herein means the period of time that the Grant Amount is available, and the time in which the Project must be complete, billed and paid as described on page one (1) of this Agreement.
9. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and can make daily management decisions.
10. The term "State" as used herein means the Commission on Teacher Credentialing.
11. The term "Teacher Residency Capacity Grant Program" is a state grant program authorized under the provisions of EC [§44415](#) and [§44415.5](#) that provides funding for the development of teacher residency programs.
12. The term "Work Plan" means the residency pathway planning activities described in the LEA's application and budget herein attached as exhibits A and B, and as approved

Grant Number: 2021TRC42

by the State.

B. Project Execution

1. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.
2. Grantee agrees to submit in writing any deviation from the approved grant application to the State for approval, prior to implementation of changes.
3. Grantees will be expected to make appropriate progress in implementing the program planning process according to the operational plan provided in the funded application. Additionally, grantees will be expected to provide data and expenditure reports when annual reports are requested by the Commission. Failure to comply with funding terms or reporting requirements could put future funding opportunities at risk.
4. Grant funding may be subject to change when any unspent funds are reported in any annual reports.
5. The Teacher Residency Capacity grants are intended to prepare the LEA applicant and their IHE partner to apply for the full residency grant program. The Teacher Residency Capacity grant funding period, and the approved grant activities, may extend through June 30, 2026. Grantees who also apply for other Teacher Residency grant funding may continue to operate their Teacher Residency Capacity Grant and spend funds from both grants concurrently until the June 30, 2026, cutoff date to complete the planned activities described in the response to the selection criteria.

C. Project Costs

Subject to the availability of Grant Amount in the Act, the State hereby grants to the Grantee a sum of money (Grant Amount) not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

The Grant Amount to be provided to the Grantee, under this Agreement, may be disbursed as follows:

1. Upon approval of the application, the first payment will be 90 percent (90%) of the total budget amount.
2. The second payment will be 10 percent (10%) of the total budget amount. The second payment will be provided to grantees after the program has completed its activities.

D. Allowable Activities and Use of Funds

Grant Number: 2021TRC42

1. The 2021-22 Budget Act legislation authorizes the Commission to allocate up to \$25 million for capacity grants that shall not exceed \$250,000 per grant recipient. Per statute, the grant funds must be matched by the grantee LEA or consortium on an eighty cents (\$.80) to one dollar (\$1) basis. Matching funds may be actual dollars or in-kind services. Funding is available through June 30, 2026.
2. Sample activities that can be funded through the Teacher Residency Capacity Grants include but are not limited to: (a) planning and development of a new, collaborative LEA-IHE teacher residency program; (b) planning to expand an existing LEA-IHE collaborative teacher residency; (c) developing the LEA's/consortium's and IHE's capacity to effectively offer a teacher residency program within its local school(s); (d) developing the IHE's capacity to support a cohort model for residents in the program; and (e) developing the collaborative LEA-IHE partnership's capacity to apply for future grant funding to operate the intended teacher residency program.
3. The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of the warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

E. Payment Documentation

1. Payment shall be made for the total grant amount, less 10% withholding to be released upon satisfactory completion of all required deliverables.
2. Grantee shall submit all documentation for Project completion and final reimbursement within 90 days of Project completion, but no later than the end of the Project Performance Period as shown on page one (1).
3. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project Performance Period as shown on page one (1), whichever is earlier.

F. Project Administration

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
2. Grantee ensures that the Agreement requirements are met through completion of annual reports, submitted to the State in accordance with the Work Plan and through regular communication with the State.
3. Grantee agrees to promptly submit reports as the State has requested in this Agreement or may request during the life of this Agreement.

Grant Number: 2021TRC42

4. The Grantee shall comply with the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), Government Code sections 12990(a-f) and CCR, Title 2, Section 8103 (nondiscrimination for non-public entities, and Public Contract Code section 10295.3 (domestic partners).

G. Project Termination

1. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee.
3. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. Should the Grantee choose to terminate its participation in the program, a thirty (30)-day written notice is required. Final program and expenditure reports are due thirty (30) days after the program cessation. The Grantee agrees to return all unexpended funds within sixty (60) days of project cessation.
5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to any funds to the Grantee, furnish any other consideration under this agreement, and the grantee shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Grantee to reflect the changes.

H. Financial Records

1. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies related to the administration, use, and accounting for public school funds, including but not limited to, the Education Code of the State of California.
2. Grantee agrees to maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.
3. Grantee agrees to use a generally accepted accounting system.

I. Audit

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1. Projects are subject to audit by the State for three years following the final payment of Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantees will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the sources documents and cancelled warrants, readily available to the State.
3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Project records must be retained for at least one year following an audit or final disputed audit findings.

2021-22 Budget Act Legislation

Section 45:

Section 44415.5 is added to the Education Code, to read:

44415.5.

(a) For purposes of this section, the following definitions apply for the Teacher Residency Grant Program:

(1) "Experienced mentor teacher" means an educator who meets all the following requirements:

(A) Has at least three years of teaching experience and holds a clear credential in the subject in which the mentor teacher will be mentoring.

(B) Has a record of successful teaching as demonstrated, at a minimum, by satisfactory annual performance evaluations for the preceding three years.

(C) Receives specific training for the mentor teacher role and engages in ongoing professional learning and networking with other mentors.

(D) Receives compensation, appropriate release time, or both, to serve as a mentor in the initial preparation or beginning teacher induction component of the teacher residency program.

(2) "Teacher residency program" is a grant applicant-based program that partners with one or more commission-approved teacher preparation programs offered by a regionally accredited institution of higher education in which a prospective teacher teaches at least one-half time alongside a teacher of record, who is designated as the experienced mentor teacher, for at least one full school year while engaging in initial preparation coursework.

(b) For the 2021–22 fiscal year, the sum of three hundred fifty million dollars (\$350,000,000) is hereby appropriated from the General Fund to the commission for the Teacher Residency Grant Program to support teacher residency programs that recruit and support the preparation of teachers pursuant to this section. This funding shall be available for encumbrance until June 30, 2026.

(c) (1) The commission shall make one-time grants to grant applicants to establish new teacher residency programs, or expand, strengthen, or improve access to existing teacher residency programs that support

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either of the following:

- (A) Designated shortage fields, including special education, bilingual education, science, computer science, technology, engineering, mathematics, transitional kindergarten, or kindergarten, and any other fields identified by the commission based on an annual analysis of hiring and vacancy data.
 - (B) Local efforts to recruit, develop support systems for, provide outreach and communication strategies to, and retain a diverse teacher workforce that reflects a local educational agency community's diversity.
- (2) Grant recipients shall work with one or more commission-accredited teacher preparation programs and may work with other community partners or nonprofit organizations to develop and implement programs of preparation and mentoring for resident teachers who will be supported through program funds and subsequently employed by the sponsoring grant recipient.
- (3) A grant applicant may consist of one or more, or any combination, of the following:
- (A) A school district.
 - (B) A county office of education.
 - (C) A charter school.
 - (D) A regional occupational center or program operated by a joint powers authority or a county office of education.
- (d) Grants allocated pursuant to subdivision (c) shall be up to twenty-five thousand dollars (\$25,000) per teacher candidate in the residency program of the jurisdiction of the grant recipient, matched by that grant recipient at a rate of 80 percent of the grant amount received per participant, as described in subdivision (f). Residents are also eligible for other forms of federal, state, and local educational agency financial assistance to support the cost of their preparation. Grant program funding shall be used for, but is not limited to, any of the following:
- (1) Teacher preparation costs.
 - (2) Stipends for mentor teachers, including, but not limited to, housing stipends.
 - (3) Residency program staff costs.
 - (4) Mentoring and beginning teacher induction costs following initial preparation.
- (e) A grant recipient shall not use more than 5 percent of a grant award for program administration costs.
- (f) A grant recipient shall provide a match of grant funding in the form of one or both of the following:
- (1) Eighty cents (\$0.80) for every one dollar (\$1) of grant funding received per participant, to be used in a manner consistent with allowable grant activities pursuant to subdivision (d).
 - (2) An in-kind match of program director personnel costs, mentor teacher personnel costs, or other personnel costs related to the Teacher Residency Grant Program, provided by the grant recipient.
- (g) Grant recipients shall do all of the following:
- (1) Ensure that candidates are prepared to earn a preliminary teaching credential that will authorize the candidate to teach either in a designated shortage field or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) upon completion of the program.
 - (2) Ensure that candidates are provided instruction in all of the following:
 - (A) Teaching the content area or areas in which the teacher will become certified to teach.
 - (B) Planning, curriculum development, and assessment.
 - (C) Learning and child development.
 - (D) Management of the classroom environment.
 - (E) Use of culturally responsive practices, supports for language development, and supports for serving pupils with disabilities.
 - (F) Professional responsibilities, including interaction with families and colleagues.

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(3) Provide each candidate mentoring and beginning teacher induction support following the completion of the initial credential program necessary to obtain a clear credential and ongoing professional development and networking opportunities during the candidate's first years of teaching at no cost to the candidate.

(4) Prepare candidates to teach in a school within the jurisdiction of the grant recipient in which they will work and learn the instructional initiatives and curriculum of the grant recipient.

(5) Group teacher candidates in cohorts to facilitate professional collaboration among residents, and ensure candidates are enrolled in a teaching school or professional development program that is organized to support a high-quality teacher learning experience in a supportive work environment.

(h) To receive a grant, an applicant shall submit an application to the commission at a time, in a manner, and containing information prescribed by the commission.

(i) When selecting grant recipients, the commission shall do both of the following:

(1) Require applicants to demonstrate a need for teachers in one or more designated shortage fields or for the purposes described in subparagraph (B) of paragraph (1) of subdivision (c), and to propose to establish a new, or expand, strengthen, or improve access to an existing, teacher residency program that recruits, prepares, and supports teachers to teach in either one or more such fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) in a school within the jurisdiction of the sponsoring grant applicant.

(2) Give priority consideration to grant applicants who demonstrate a commitment to increasing diversity in the teaching workforce, have a higher percentage than other applicants of unduplicated pupils, as defined in Section 42238.02, and have one or more schools that exhibit one or both of the following characteristics:

(A) A school where 50 percent or more of the enrolled pupils are eligible for free or reduced-price meals.

(B) A school that is located in either a rural location or a densely populated region.

(j) A candidate in a teacher residency program sponsored by a grant provided pursuant to subdivision (c) shall agree in writing to serve in a school within the jurisdiction of the grant recipient that sponsored the candidate for a period of at least four school years beginning with the school year that begins after the candidate successfully completes the initial year of preparation and obtains a preliminary teaching credential. A candidate who fails to earn a preliminary credential or complete the period of the placement shall reimburse the sponsoring grant recipient the amount of grant funding invested in the candidate's residency training. The amount to be reimbursed shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at a school within the jurisdiction of the sponsoring grant recipient. A candidate shall have five school years to complete the four-school-year teaching commitment.

(k) If a candidate is unable to complete a school year of teaching, that school year may still be counted toward the required four complete school years if any of the following occur:

(1) The candidate has completed at least one-half of the school year.

(2) The employer deems the candidate to have fulfilled their contractual requirements for the school year for the purposes of salary increases, probationary or permanent status, and retirement.

(3) The candidate was not able to teach due to the financial circumstances of the sponsoring grant recipient, including a decision to not reelect the employee for the succeeding school year.

(4) The candidate has a condition covered under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2061 et seq.) or similar state law.

(5) The candidate was called or ordered to active duty status for more than 30 days as a member of a reserve component of the Armed Forces of the United States.

Grant Number: 2021TRC42

(l) For purposes of administering the grant program pursuant to subdivision (c), the commission shall do all of the following:

- (1) Determine the number of grants to be awarded and the total amount awarded to each grant applicant.
- (2) Require grant recipients to submit program and expenditure reports, as specified by the commission, as a condition of receiving grant funds.
- (3) Annually review each grant recipient's program and expenditure reports to determine if any candidate has failed to meet their commitment pursuant to subdivision (j).

(m) If the commission determines or is informed that a sponsored candidate failed to earn a preliminary credential or meet their commitment to teach pursuant to subdivision (j), the commission shall confirm with the grant recipient the applicable grant amount to be recovered from the candidate and the grant recipient. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at the sponsoring grant recipient.

(n) Upon confirming the amount to be recovered from the grant recipient pursuant to subdivision (m), the commission shall notify the grant recipient of the amount to be repaid within 60 days. The grant recipient shall have 60 days from the date of the notification to make the required repayment to the commission. If the grant recipient fails to make the required payment within 60 days, the commission shall notify the Controller and the grant recipient of the failure to repay the amount owed. The Controller shall deduct an amount equal to the amount owed to the commission from the grant recipient's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution. If the grant recipient is a regional occupational center or program operated by a joint powers authority that does not receive a principal apportionment or apportionments of state funds, or a consortia of local educational agencies, the commission shall notify the Controller of the local educational agency where the candidate taught and the Controller shall deduct the amount owed from the applicable local educational agency's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution.

(o) An amount recovered by the commission or deducted by the Controller pursuant to subdivision (n) shall be deposited into the Proposition 98 Reversion Account.

(p) Grant recipients may recover from a sponsored candidate who fails to earn a preliminary credential or complete the period of placement the amount of grant funding invested in the candidate's residency training. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at a school within the jurisdiction of the sponsoring grant recipient.

(q) Grant recipients shall not charge a teacher resident a fee to participate in the Teacher Residency Grant Program.

(r) (1) Notwithstanding subdivision (c), the commission may allocate up to twenty-five million dollars (\$25,000,000) of the amount appropriated pursuant to subdivision (b) to capacity grants that shall be awarded on a competitive basis to local educational agencies or consortia, as designated pursuant to this section, partnering with regionally accredited institutions of higher education to expand, strengthen, improve access to, or create teacher residency programs that lead to more credentialed teachers to teach either in shortage fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c).

(2) (A) The commission shall determine the number of capacity grants to be awarded and the amount of the applicable grants.

(B) Individual capacity grants shall not exceed two hundred fifty thousand dollars

Grant Number: 2021TRC42

(\$250,000) per grant recipient.

(s) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation made by subdivision (b) shall be deemed to be “General Fund revenues appropriated for school districts,” as defined in subdivision (c) of Section 41202, for the 2020–21 fiscal year, and included within the “total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B,” as defined in subdivision (e) of Section 41202, for the 2020–21 fiscal year.

SEC. 46.

Section 44417.5 is added to the Education Code, to read:

44417.5.

The commission shall conduct an evaluation of the Teacher Residency Grant Program described in Section 44415.5 to determine the effectiveness of this program in recruiting, developing support systems for, and retaining teachers prepared to teach either in commission-designated shortage areas or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) of Section 44415.5, and provide a report to the Department of Finance and the appropriate fiscal and policy committees of the Legislature on or before December 1, 2027.

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Exhibit A**Task List and Timeline****(Supplied by Grantee, Question 5 of RFA Response)**

Completion of Initial Residency Planning (for expansion program)	June 2023
Summer Bridge Program	July 2022- July 2025
Residency Capacity Building	July 2022-June 2025
Readiness to apply for a Teacher Residency Grant (Expansion Grant)	March 2022 or later
Recruitment of initial cohort of residents	Spring 2022
Enrollment of initial cohort of residents	Fall 2022
Starting School Year for initial cohort of residents	2022-2023

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Exhibit B**Budget****(Supplied by Grantee, Appendix G)**

Program Component	Grant Funds Amount	Actual Matching Funds Amount	In-Kind Matching Funds Amount
LEA Personnel (Salaries)			
LEA Personnel (Stipends)			
LEA Personnel (Release time)			
IHE Personnel (Salaries)			
IHE Personnel (Stipends)			
IHE Personnel (Release time)		\$135,000	
Mentor Teacher Professional Development/Training	\$32,300	\$2,000	
Mentor Teacher Stipends	\$192,000	\$60,000	
Mentor Teacher Release Time		\$61,400	
Travel for LEA Personnel	\$10,000		
Travel for IHE Personnel	\$10,000		
Program Component	Grant Funds Amount	Actual Matching Funds Amount	In-Kind Matching Funds Amount

Grant Number: 2021TRC42

Consultants/Technical Support Provider	\$3,000.00		
Program Administration			
Other (describe below)			
Textbooks/materials/ supplies/ subscriptions	\$2500		
GRAND TOTALS	\$249,700	258,400	

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)**Section 1 – Payee Information****NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)

Oxnard School District

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)

1051 South A Street

CITY, STATE, ZIP CODE

Oxnard

E-MAIL ADDRESS

ntorres@oxnardsd.org

Section 2 – Entity Type**Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2) **SOLE PROPRIETOR / INDIVIDUAL** **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual* **PARTNERSHIP** **ESTATE OR TRUST** **CORPORATION** (see instructions on page 2) **MEDICAL** (e.g., dentistry, chiropractic, etc.) **LEGAL** (e.g., attorney services) **EXEMPT** (e.g., nonprofit) **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the **sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the **sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)**OR****Federal Employer Identification Number (FEIN)**

956002318 _____

Section 4 – Payee Residency Status (See instructions) **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California. **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding. No services performed in California Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE**

Natalia Torres

TITLE

Assistant Supt. HR

E-MAIL ADDRESS

ntorres@oxnardsd.org

SIGNATURE

DocuSigned by:

Dr. Natalia Torres

DATE

10/13/23

TELEPHONE (include area code)

8053851501

Section 6 – Paying State Agency**Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**

Commission on Teacher Credentialing

UNIT/SECTION

Fiscal Business Services

MAILING ADDRESS

1900 Capitol Avenue

FAX**TELEPHONE** (include area code)

(916) 327-0783

CITY

Sacramento

STATE

CA

ZIP CODE

95811

E-MAIL ADDRESS

accounting@ctc.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900
For hearing impaired with TDD, call: 1-800-822-6268

E-mail address: wscs.gen@ftb.ca.gov
Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: November 01, 2023

Agenda Section: Section D: Action Items

Approval of the Revisions to the Oxnard School District and California School Employees Association, Chapter 272 (“CSEA”) 2022-23 Collective Bargaining Agreement (Torres)

The Oxnard School District (District) and the California School Employees Association, Chapter 272 (CSEA) have reached a tentative agreement for the 2022-23 school contract year; pending voting results from the CSEA ratification meeting scheduled on October 31, 2023.

The following articles were revised:

- ARTICLE 2: CHECK-OFF AND ORGANIZATIONAL SECURITY
- ARTICLE 7: EVALUATIONS
- ARTICLE 8: HOURS & OVERTIME
- ARTICLE 9: PAY ALLOWANCES
- ARTICLE 13: HEALTH & WELFARE BENEFITS
- ARTICLE 14: ANNUAL WORK CALENDAR & HOLIDAYS
- ARTICLE 16: LEAVES
- ARTICLE 21: DISCIPLINARY ACTION
- ARTICLE 29: TERM OF AGREEMENT
- ARTICLE 30: CAMPUS ASSISTANTS

FISCAL IMPACT:

The total fiscal impact is \$7,212,678.00 and will be paid from a combination of ESSER, LCFF Supplemental & Concentration, and Child Nutrition funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources that the Board of Trustees adopt the revisions to the 2022-2023 Collective Bargaining Agreement between the District and CSEA, as presented, pending voting results from the CSEA ratification meeting scheduled on October 31, 2023.

ADDITIONAL MATERIALS:

Attached: [TA Cover Sheet 11.01.2023 \(two pages\)](#)

[CSEA CBA Language Revisions 2022-23 \(six pages\)](#)

Tentative Agreement
between
Oxnard Elementary School District
and
**California School Employees Association and its Oxnard
Elementary Chapter #272**

September 29, 2023

The following attached tentative agreements are the summary of negotiations between the California School Employees Association and its Oxnard Elementary Chapter #272 (CSEA) and the Oxnard Elementary School District (OSD/District).

Articles which were withdrawn or which the parties have agreed to reopen in a future cycle are marked and unless modified in future negotiations remain status quo:

Article 2 - Check-Off and Organizational Security

Article 7 - Evaluations

Article 8 - Hours and Overtime

Article 9 - Pay Allowances

Article 13 - Health and Welfare Benefits

Article 14 - Annual Work Calendar and Holidays

Article 16 - Leaves

Article 29 - Term of Agreement

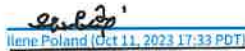
Article 30 – Campus Assistants *(parties agree to remove this article from the agreement; the classification is now recognized as part of the bargaining unit with the same rights bestowed to all other classifications in the CSEA bargaining unit)*

For the District:


For CSEA:



Dr. Natalia Torres, Asst. Sup, HR


Ilene Poland (Oct 11, 2023 17:33 PDT)

Ilene Poland, President, Chapter 272


Christopher Crump, Labor Relations
Representative


Alex G. Cortez (Oct 11, 2023 19:43 PDT)
Alex G. Cortez, Negotiations Team Member

Alex Cortez, Negotiations Team Member


Pamela Ibarra (Oct 11, 2023 20:23 PDT)
Pamela Ibarra-Diaz, Negotiations Team Member


Raymond Ibay, Negotiations Team Member


Jill Ortiz (Oct 11, 2023 17:45 PDT)
Jill Ortiz, Negotiations Team Member


Gricet Renteria (Oct 11, 2023 18:16 PDT)
Gricet Renteria, Negotiations Team Member

ARTICLE 2: CHECK-OFF AND ORGANIZATIONAL SECURITY

~~Hold Harmless: CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein.~~ CSEA shall defend and indemnify the District for any claims arising from its compliance with this article for any claims made by the employee for deductions made in reliance on information provided by the employee organization to the employer to cancel or change membership dues authorization. The employer shall be required to promptly notify CSEA of any claims made by employees relating to dues authorization. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed.

ARTICLE 7: EVALUATIONS

7.2 Evaluation Procedures for Permanent Employees: Unit members shall be evaluated by the immediate supervisor, to whom assigned. Evaluation Forms to be used are attached to this agreement as ~~an appendix Appendix C.~~

~~7.2.1 Probationary unit members shall be evaluated no less frequently than twice during the probationary period.~~

7.2.2¹ Permanent unit members shall be evaluated no less frequently than once every two (2) years after receiving permanency in the assigned class. In the event an employee does not receive an evaluation in a two-year period, the evaluation for all intents and purposes shall be considered "Meets District Standards." By October 30 of each year, unit members shall be notified in writing by their immediate supervisor if they are going to be evaluated during the school year.

7.2.2^{1.1} In order to allow the unit member to improve performance prior to receiving a "Needs to Improve"/"Does not Meet District Standards" evaluation, the unit member shall be counseled verbally by the evaluator, when it becomes apparent to him/her that the performance of the unit member could lead to a rating of "Needs to Improve"/"Does not Meet District Standards." To document that a verbal counseling session occurred, the evaluator shall provide the unit member with a written summary of the meeting. The written summary document shall not be placed in the employee's file.

7.2.3² All evaluation reports shall be in writing. Evaluations that include ratings of "Needs to Improve"/"Does not Meet District Standards" shall include specific recommendations for improvement(s) and provisions for assisting the unit member in implementing any recommendations made. The unit member shall be reevaluated between 30 to 60 work days following the evaluation to assess progress made to date

towards goals. When the unit member has met District standards, s/he returns to the original two-year evaluation cycle. If District standards have not been met, the 30 to 60 work_day reevaluation cycle continues until District standards are met or other action is taken.

7.2.43 The evaluator shall meet with the unit member to discuss the performance evaluation. Such meeting shall be conducted during the unit member's working schedule, without loss of pay. The unit member shall be presented with a signed copy of the evaluation report and shall be required to sign a copy of the report. The signature of the unit member shall only indicate that the unit member was presented with and received a copy of the evaluation report and shall not indicate an agreement to the content.

7.2.54 Any unit member may ask the next higher supervisor to review an evaluation containing "Needs to Improve"/"Does not Meet District Standards" rating. The higher-level supervisor may append his/her own comments to the unit member's evaluation form.

7.2.65 The unit member shall be permitted to submit a written response to the evaluation. The written evaluation report, along with any written response to the evaluation, shall be filed in the unit member's official personnel file.

7.5 Evaluation Procedures for Probationary Employees: Probationary employees shall be evaluated by the immediate supervisor within 90 work days. At the request of the employee or immediate supervisor, an employee shall be counseled regarding their performance, prior to their first evaluation.

ARTICLE 8: HOURS AND OVERTIME

8.5.1 Scheduled unpaid time for Campus Assistants shall not exceed sixty (60) minutes per day, unless mutually agreed upon by the unit member and their immediate supervisor. Such unpaid time shall not be inclusive of the meal period as outlined in Article 8.9 (meal Period). This language shall be effective January 8, 2024.

ARTICLE 9: PAY ALLOWANCES

9.1.2 The District agrees to provide the same aggregate total cost percentage to CSEA members as it provides to any other employee groups. The

classified salary schedule shall be increased by ~~4.5% on-schedule and 2% off-schedule retro to July 1, 2021.~~ **11% on salary on-going, retro to July 1, 2022 and 1% on longevity, retro to July 1, 2022 for active employees, as of date of ratification.**

ARTICLE 13: HEALTH AND WELFARE BENEFITS

13.1 ~~The District and the Association hereby agree to provide for group health insurance through Self-Insured Schools of California (SISC) and, therefore, agree to be bound thereto through and by the terms and conditions of the SISC Participation Agreement. Such Participation Agreement and Summary Plan Description (SPD), as may be amended by the parties from time to time, may be found on the Oxnard School District web page, and as such, are fully incorporated herein by reference, as though fully set forth. If the member does not have internet access, a copy of each: the Summary Plan Description and Participation Agreement are available for review at the Oxnard District Office — in the Human Resources Department. SISC will continue with the WABE option.~~ **The Association agrees to be bound by the terms and conditions of the District's current health and welfare benefits provider Participation Agreement. Such Participation Agreement shall be attached hereto as an Appendix and incorporated by this reference as though fully set forth herein. Unit members shall participate in the District's group health and welfare benefits currently in existence and/or as may be amended, changed, or modified by approval or resolution of the Board of Trustees for classified staff. The cost of participating in the District's group health and welfare benefits shall be paid by the unit member. The unit member may participate in the District's Section 125 Plan to allow for the monthly pre-tax deductions of the health and welfare benefits cost borne by the unit member (See Article 13.7)**

13.2 ~~The District and Association accept the SISC Fund directors as their directors and agree to be bound by the collective decisions of the Board of Directors to the extent such decisions are lawful and do not conflict with the terms and conditions of the parties' Participation Agreement or this collectively negotiated Agreement.~~

13.32 District Contribution: Effective October 1, 2022, the District will contribute \$11,000 yearly ~~make the following annual contribution toward the payment of premiums for Medical, Dental, and Vision group health insurance programs. for bargaining unit employees that are actively enrolled in District provided medical plan:~~

~~Annual Amount:~~ The District's annual contribution shall increase by \$1,001 to an annual amount of \$11,000 rounded to the nearest whole dollar.

13.32.1 Life Insurance: The District shall contribute monthly up to \$2.90 for group life insurance.

13.43 Eligibility: Qualified unit members shall be:

13.43.1 All probationary and permanent unit members who are regularly assigned 30 hours per week.

13.43.1.1 Other Life Insurance Eligibility: The District shall contribute monthly premiums for life insurance for permanent unit members not currently receiving benefits whose regular assignments equal four (4) and less than six (6) hours per day. The insurance coverage will be in the amount of \$10,000 for permanent unit members, \$1,500 for dependents older than six months, and \$100 for dependents six months and younger.

ARTICLE 14: ANNUAL WORK CALENDAR AND HOLIDAYS

14.1 Scheduled Holidays: The District agrees to provide eligible unit members with ~~fifteen (15)~~ sixteen (16) paid holidays.

- New Year's Day
- Martin Luther King Day
- Lincoln Day
- Washington Day
- Spring Vacation Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- In-Lieu Day (see below)
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve

Christmas Day

New Year's Eve

~~14.2.2 In accordance with Article 14, Section 14.2, the parties agree that the In Lieu of Day holiday are described below.~~

2017-2018	No Holiday
2018-2019	December 26, 2018
2019-2020	December 23, 2019
2020-2021	TBE

ARTICLE 16: **LEAVES**

16.1.2.3 Unit members are required to notify the human resources absence management system when they are absent for illness. If the absence is to be longer than one (1) day, subsequent notification for each day's absence is required, unless the duration of the absence can be stated at the time of the notification. If the absence is to be longer than one (1) day, the unit member shall notify the District the day before returning so that a substitute, if employed, may be released. **In the event that the unit member cannot enter the absence into the system, the unit member shall directly communicate the absence to their immediate supervisor.**

16.7.2 The entitlement to the 100 days of sick leave provided each year shall commence after exhaustion of all regular sick leave. The unit member may request that vacation and accumulated compensatory time be scheduled and taken before the entitlement to other sick leave benefits begin. **The unit member has the right to submit a formal request for the scheduling and usage of vacation and accumulated compensatory time either before or after the entitlement of other sick leave benefits. Such request must be made prior to the employee starting the 100 days of other sick leave benefits entitlements.**

ARTICLE 21: **DISCIPLINARY ACTION**

21.2.2 **When documenting an oral warning, the supervisor shall provide the unit member with written summary of the meeting. The oral warning summary document shall not be placed in the employee's file, prior to Step C of the disciplinary procedure.**

21.2.23 **Except in those situations where an immediate action is justified or the work or conduct is a reoccurring nature, a unit member whose work or conduct is of**

such character as to incur discipline shall first be specifically warned in writing by the supervisor. Such letter of reprimand shall state the reasons for any disciplinary action and a copy of the letter of reprimand shall be sent to the CSEA president upon request of the unit member. The supervisor shall give a reasonable period of advanced warning to permit the unit member to correct the deficiency without incurring disciplinary action. A unit member who has received such a warning may attach a comment to the letter of reprimand as provided for under Article 5, Unit member Rights.

21.2.34 The District shall not initiate any disciplinary action for any cause alleged to have arisen more than two years preceding the date that the District files the notice of disciplinary action.

21.2.45 Notice of disciplinary action (i.e. suspension, involuntary demotion or dismissal) shall be made in writing and served in person or by registered or certified mail upon the unit member. The notice shall indicate: (1) the specific charges against the unit member which shall include times, dates, and location of chargeable actions or omissions when known; (2) the penalty proposed; and (3) a statement of the unit member's right to dispute the charges or the proposed penalty.

21.2.45.1 A copy of any notice of discipline shall be delivered to the Association within twenty-four (24) hours after service on the unit member.

21.5 Prior to scheduling a disciplinary meeting, the immediate supervisor or designee shall inform the unit member of the reason for the meeting.

ARTICLE 29: **TERM OF AGREEMENT**

29.1 The terms and conditions of this Agreement shall remain in effect from November 1, 2021 2017 to October 31, 2020-2024 except where modified by mutual agreement.

29.1.1 The parties agree that the contract period of November 1, 2017-2021 through October 31, 2020-2024, salary and health benefits shall be open for negotiations. Both parties agree that two additional articles may be selected by each party every year of the contract. Any other issues mutually agreed upon by the parties may be reopened for negotiations.

ARTICLE 30: **CAMPUS ASSISTANTS** ~~(Entire Article Removed)~~

Classified salary schedule with 11% increase retroactive to 07/01/2022;



	Step A	Step B	Step C	Step D	Step E
Range 1	\$ 3,083.55	\$ 3,237.81	\$ 3,400.74	\$ 3,572.34	\$ 3,752.60
Range 2	\$ 3,165.01	\$ 3,324.47	\$ 3,490.87	\$ 3,665.93	\$ 3,849.66
Range 3	\$ 3,239.54	\$ 3,402.47	\$ 3,574.07	\$ 3,754.33	\$ 3,943.26
Range 4	\$ 3,322.74	\$ 3,489.14	\$ 3,664.20	\$ 3,847.93	\$ 4,040.33
Range 5	\$ 3,405.94	\$ 3,577.54	\$ 3,757.80	\$ 3,946.73	\$ 4,144.33
Range 6	\$ 3,485.67	\$ 3,660.73	\$ 3,844.46	\$ 4,036.86	\$ 4,239.66
Range 7	\$ 3,572.34	\$ 3,752.60	\$ 3,941.53	\$ 4,139.13	\$ 4,347.12
Range 8	\$ 3,660.73	\$ 3,844.46	\$ 4,036.86	\$ 4,239.66	\$ 4,452.85
Range 9	\$ 3,749.13	\$ 3,938.06	\$ 4,135.66	\$ 4,343.65	\$ 4,562.05
Range 10	\$ 3,841.00	\$ 4,033.39	\$ 4,236.19	\$ 4,449.39	\$ 4,672.98
Range 11	\$ 3,941.53	\$ 4,139.13	\$ 4,347.12	\$ 4,565.52	\$ 4,794.31
Range 12	\$ 4,033.39	\$ 4,236.19	\$ 4,449.39	\$ 4,672.98	\$ 4,906.98
Range 13	\$ 4,133.93	\$ 4,341.92	\$ 4,560.32	\$ 4,789.11	\$ 5,030.04
Range 14	\$ 4,234.46	\$ 4,447.65	\$ 4,671.25	\$ 4,905.24	\$ 5,151.37
Range 15	\$ 4,343.65	\$ 4,562.05	\$ 4,790.85	\$ 5,031.77	\$ 5,284.84
Range 16	\$ 4,445.92	\$ 4,669.52	\$ 4,903.51	\$ 5,149.64	\$ 5,407.90
Range 17	\$ 4,558.58	\$ 4,787.38	\$ 5,028.31	\$ 5,281.37	\$ 5,546.56
Range 18	\$ 4,669.52	\$ 4,903.51	\$ 5,149.64	\$ 5,407.90	\$ 5,678.30
Range 19	\$ 4,790.85	\$ 5,031.77	\$ 5,284.84	\$ 5,550.03	\$ 5,829.09
Range 20	\$ 4,903.51	\$ 5,149.64	\$ 5,407.90	\$ 5,678.30	\$ 5,962.56
Range 21	\$ 5,026.57	\$ 5,277.90	\$ 5,543.10	\$ 5,820.43	\$ 6,111.62
Range 22	\$ 5,151.37	\$ 5,409.63	\$ 5,681.76	\$ 5,966.02	\$ 6,265.88
Range 23	\$ 5,283.10	\$ 5,548.30	\$ 5,827.36	\$ 6,120.29	\$ 6,427.08
Range 24	\$ 5,409.63	\$ 5,681.76	\$ 5,966.02	\$ 6,265.88	\$ 6,579.61
Range 25	\$ 5,543.10	\$ 5,820.43	\$ 6,111.62	\$ 6,418.41	\$ 6,740.81
Range 26	\$ 5,678.30	\$ 5,962.56	\$ 6,260.68	\$ 6,574.41	\$ 6,903.74
Range 27	\$ 5,823.89	\$ 6,115.09	\$ 6,421.88	\$ 6,744.28	\$ 7,082.27
Range 28	\$ 5,964.29	\$ 6,264.15	\$ 6,577.88	\$ 6,907.21	\$ 7,253.87
Range 29	\$ 6,111.62	\$ 6,418.41	\$ 6,740.81	\$ 7,078.80	\$ 7,434.13
Range 30	\$ 6,255.48	\$ 6,569.21	\$ 6,898.54	\$ 7,243.47	\$ 7,605.73
Range 31	\$ 6,416.68	\$ 6,739.08	\$ 7,077.07	\$ 7,432.40	\$ 7,805.05
Range 32	\$ 6,565.75	\$ 6,895.07	\$ 7,240.00	\$ 7,602.26	\$ 7,983.58
Range 33	\$ 6,735.61	\$ 7,073.60	\$ 7,428.93	\$ 7,801.59	\$ 8,193.31
Range 34	\$ 6,896.81	\$ 7,241.73	\$ 7,603.99	\$ 7,985.32	\$ 8,385.71
Range 35	\$ 7,071.87	\$ 7,425.46	\$ 7,798.12	\$ 8,188.11	\$ 8,598.91
Range 36	\$ 7,238.27	\$ 7,600.53	\$ 7,981.85	\$ 8,382.24	\$ 8,801.70
Range 37	\$ 7,427.20	\$ 7,799.85	\$ 8,189.85	\$ 8,600.64	\$ 9,032.23
Range 38	\$ 7,600.53	\$ 7,981.85	\$ 8,382.24	\$ 8,801.70	\$ 9,241.96
Range 39	\$ 7,796.39	\$ 8,186.38	\$ 8,597.17	\$ 9,027.03	\$ 9,479.42
Range 40	\$ 7,980.12	\$ 8,380.51	\$ 8,799.97	\$ 9,240.23	\$ 9,703.02
Range 41	\$ 8,186.38	\$ 8,597.17	\$ 9,027.03	\$ 9,479.42	\$ 9,954.35
Range 42	\$ 8,378.78	\$ 8,798.24	\$ 9,238.49	\$ 9,701.29	\$ 10,186.61
Range 43	\$ 8,595.44	\$ 9,025.30	\$ 9,477.69	\$ 9,952.61	\$ 10,451.80
Range 44	\$ 8,798.24	\$ 9,238.49	\$ 9,701.29	\$ 10,186.61	\$ 10,696.20

Employee Anniversary Increments:

Anniversary increments in the amount of \$109.06 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the monthly compensation of classified employees:

- 7 years of service: \$109.06
- 10 years of service: \$218.12
- 15 years of service: \$327.18
- 20 years of service: \$436.24
- 25 years of service: \$545.30

Night Shift Pay Differential:

Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

Bilingual Stipend:

Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

Classified Substitute Pay:

Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

AVID Tutor (exempt) \$15.50 per hour

Classified salary schedule with 11% increase retroactive to 07/01/2022;



	Step A	Step B	Step C	Step D	Step E
Range 1	\$ 17.79	\$ 18.68	\$ 19.62	\$ 20.61	\$ 21.65
Range 2	\$ 18.26	\$ 19.18	\$ 20.14	\$ 21.15	\$ 22.21
Range 3	\$ 18.69	\$ 19.63	\$ 20.62	\$ 21.66	\$ 22.75
Range 4	\$ 19.17	\$ 20.13	\$ 21.14	\$ 22.20	\$ 23.31
Range 5	\$ 19.65	\$ 20.64	\$ 21.68	\$ 22.77	\$ 23.91
Range 6	\$ 20.11	\$ 21.12	\$ 22.18	\$ 23.29	\$ 24.46
Range 7	\$ 20.61	\$ 21.65	\$ 22.74	\$ 23.88	\$ 25.08
Range 8	\$ 21.12	\$ 22.18	\$ 23.29	\$ 24.46	\$ 25.69
Range 9	\$ 21.63	\$ 22.72	\$ 23.86	\$ 25.06	\$ 26.32
Range 10	\$ 22.16	\$ 23.27	\$ 24.44	\$ 25.67	\$ 26.96
Range 11	\$ 22.74	\$ 23.88	\$ 25.08	\$ 26.34	\$ 27.66
Range 12	\$ 23.27	\$ 24.44	\$ 25.67	\$ 26.96	\$ 28.31
Range 13	\$ 23.85	\$ 25.05	\$ 26.31	\$ 27.63	\$ 29.02
Range 14	\$ 24.43	\$ 25.66	\$ 26.95	\$ 28.30	\$ 29.72
Range 15	\$ 25.06	\$ 26.32	\$ 27.64	\$ 29.03	\$ 30.49
Range 16	\$ 25.65	\$ 26.94	\$ 28.29	\$ 29.71	\$ 31.20
Range 17	\$ 26.30	\$ 27.62	\$ 29.01	\$ 30.47	\$ 32.00
Range 18	\$ 26.94	\$ 28.29	\$ 29.71	\$ 31.20	\$ 32.76
Range 19	\$ 27.64	\$ 29.03	\$ 30.49	\$ 32.02	\$ 33.63
Range 20	\$ 28.29	\$ 29.71	\$ 31.20	\$ 32.76	\$ 34.40
Range 21	\$ 29.00	\$ 30.45	\$ 31.98	\$ 33.58	\$ 35.26
Range 22	\$ 29.72	\$ 31.21	\$ 32.78	\$ 34.42	\$ 36.15
Range 23	\$ 30.48	\$ 32.01	\$ 33.62	\$ 35.31	\$ 37.08
Range 24	\$ 31.21	\$ 32.78	\$ 34.42	\$ 36.15	\$ 37.96
Range 25	\$ 31.98	\$ 33.58	\$ 35.26	\$ 37.03	\$ 38.89
Range 26	\$ 32.76	\$ 34.40	\$ 36.12	\$ 37.93	\$ 39.83
Range 27	\$ 33.60	\$ 35.28	\$ 37.05	\$ 38.91	\$ 40.86
Range 28	\$ 34.41	\$ 36.14	\$ 37.95	\$ 39.85	\$ 41.85
Range 29	\$ 35.26	\$ 37.03	\$ 38.89	\$ 40.84	\$ 42.89
Range 30	\$ 36.09	\$ 37.90	\$ 39.80	\$ 41.79	\$ 43.88
Range 31	\$ 37.02	\$ 38.88	\$ 40.83	\$ 42.88	\$ 45.03
Range 32	\$ 37.88	\$ 39.78	\$ 41.77	\$ 43.86	\$ 46.06
Range 33	\$ 38.86	\$ 40.81	\$ 42.86	\$ 45.01	\$ 47.27
Range 34	\$ 39.79	\$ 41.78	\$ 43.87	\$ 46.07	\$ 48.38
Range 35	\$ 40.80	\$ 42.84	\$ 44.99	\$ 47.24	\$ 49.61
Range 36	\$ 41.76	\$ 43.85	\$ 46.05	\$ 48.36	\$ 50.78
Range 37	\$ 42.85	\$ 45.00	\$ 47.25	\$ 49.62	\$ 52.11
Range 38	\$ 43.85	\$ 46.05	\$ 48.36	\$ 50.78	\$ 53.32
Range 39	\$ 44.98	\$ 47.23	\$ 49.60	\$ 52.08	\$ 54.69
Range 40	\$ 46.04	\$ 48.35	\$ 50.77	\$ 53.31	\$ 55.98
Range 41	\$ 47.23	\$ 49.60	\$ 52.08	\$ 54.69	\$ 57.43
Range 42	\$ 48.34	\$ 50.76	\$ 53.30	\$ 55.97	\$ 58.77
Range 43	\$ 49.59	\$ 52.07	\$ 54.68	\$ 57.42	\$ 60.30
Range 44	\$ 50.76	\$ 53.30	\$ 55.97	\$ 58.77	\$ 61.71

Employee Anniversary Increments:

Anniversary increments in the amount of \$109.06 shall be added to the monthly compensation of full-time classified employees upon completion of the 7th, 10th, 15th, 20th, and 25th years of service. This formula yields the following dollar values which shall be added to the hourly compensation of classified employees:

- 7 years of service: \$0.63
- 10 years of service: \$1.26
- 15 years of service: \$1.89
- 20 years of service: \$2.52
- 25 years of service: \$3.15

Night Shift Pay Differential:

Unit members who regularly work more than fifty (50) percent of their assigned duty time after six (6) p.m. will be compensated by an additional five (5) percent pay differential.

Bilingual Stipend:

Positions which have been designated as bilingual and for which there is not a specific minimum requirement of bilingual skill for all incumbents of the class shall receive a stipend of three (3) percent.

Classified Substitute Pay:

Classified substitutes will be paid at Step A of the salary range of the classification they will be working. Retiree substitutes will be paid at the step and range they retired from if substituting within the same classification.

AVID Tutor (exempt) \$15.50 per hour

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: November 01, 2023

Agenda Section: Section D: Action Items

Approval of a Provisional Internship Permit in Special Education, Early Childhood, for Rosalia Barragan to serve as a Preschool Teacher at San Miguel School for the 2023-24 School Year. (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for a Provisional Internship Permit, in Special Education, Early Childhood, for **Rosalia Barragan** to serve as a Preschool Teacher at San Miguel School for the 2023-24 school year until the employee receives a credential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Provisional Internship Permit, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: November 01, 2023

Agenda Section: Section D: Action Items

Approval of a Provisional Internship Permit in Special Education, Mild to Moderate Support Needs, for Daniel Gebhardt to serve as a Seventh and Eighth Grade Resource Specialist teacher at Curren School and as a Fifth Grade Resource Specialist teacher at Lemonwood School for the 2023-24 School Year. (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for a Provisional Internship Permit, in Special Education, Mild to Moderate Support Needs, for **Daniel Gebhardt** to serve as a Seventh and Eighth Grade Resource Specialist Teacher at Curren School and as a Fifth Grade Resource Specialist Teacher at Lemonwood School for the 2023-24 school year until the employee receives a credential.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Provisional Internship Permit, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: November 01, 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: November 01, 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: November 01, 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, October 27th, 2023.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A